BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, AUGUST 27, 2025
Barnes Sawyer Rooms - Deschutes Services Building - 1300 NW Wall Street – Bend
(541) 388-6570 | www.deschutes.org

AGENDA

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

Members of the public may view the meeting in real time via YouTube using this link: http://bit.ly/3mmlnzy. ***To attend the meeting virtually via Zoom, see below.***

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

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

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

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

Deschutes County encourages persons with disabilities to participate in all programs and activities. This event/location is accessible to people with disabilities. If you need accommodations to make participation possible, call (541) 388-6572 or email brenda.fritsvold@deschutes.org.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CITIZEN INPUT

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

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

***Note:** In addition to the option of providing in-person comments at the meeting, citizen input comments may be emailed to citizeninput@deschutes.org or you may leave a brief voicemail at 541.385.1734.*

COMMISSIONER ANNOUNCEMENTS

CONSENT AGENDA

1. Approval of Document No. 2025-864, a revised intergovernmental agreement with the Oregon Department of Human Services for the funding of Developmental Disabilities Services

2. Approval of a Purchase Agreement, Dedication Deed, and Temporary Construction Easement from MHC TT, LP for Right of Way for the South Century Drive/Huntington Road Intersection Improvement Project

3. Approval of an Intergovernmental Agreement with the Oregon Youth Authority accepting funding for Juvenile Crime Basic and Diversion Services

4. Consideration of Board Signature on letter appointing Sally Compton for service on the Wolf Depredation and Financial Assistance Compensation Committee

5. Consideration of Board Signature on letter appointing Carolyn Huddleston for service on the Historic Landmarks Commission

6. Approval of the minutes of the BOCC meetings of July 29 and August 4, 2025

ACTION ITEMS

7. **9:10 AM** Veteran Behavioral Health Peer Support Specialist grant from the Oregon Health Authority and request to add a limited duration1.0 FTE BH Specialist I Position

8. **9:20 AM** Public Hearing: Dark Skies Text Amendments

9. **10:05 AM** Second Reading of Ordinance No. 2025-007: Reconsideration of the Deschutes County 2040 Comprehensive Plan Update

10. **10:10 AM** Deliberations: Cascades Academy Plan Amendment and Zone Change involving approximately 22.5 acres south of Tumalo and west of Highway 20

OTHER ITEMS

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

EXECUTIVE SESSION

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

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

ADJOURN

BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August 27, 2025

SUBJECT: Approval of Document No. 2025-864, a revised intergovernmental agreement with the Oregon Department of Human Services for the funding of Developmental Disabilities Services

RECOMMENDED MOTION:
Move approval of Document No. 2025-864, a revised intergovernmental agreement with the Oregon Department of Human Services for the funding of Developmental Disabilities Services.

BACKGROUND AND POLICY IMPLICATIONS:
On July 29, 2025, the Board of County Commissioners approved the Oregon Department of Human Services (ODHS) Intergovernmental Agreement (IGA) #PO-10000-00046963 which specified the financial framework and terms for Community Developmental Disability Services in Deschutes County for fiscal year (FY) 2026 and FY 2027. ODHS provides funding based on the services provided. These funds support expenses essential for delivering IDD Services. Deschutes County Health Services (DCHS) estimates receiving $13,858,832 of funding for the period FY 2026 through 2027.

On August 7, 2025, ODHS notified DCHS that language in the IGA related to equity services needed to be corrected as it did not conform with federal requirements. They have also noted the transition of the Foster Licensing duties away from the Community Developmental Disabilities Program to ODHS as of January 1, 2026. This IGA replaces the previous version approved by the BOCC.

BUDGET IMPACTS:
$13,858,832 estimated revenue for the period FY 2026 through FY 2027.

ATTENDANCE:
Paul Partridge, Program Manager, IDD

Grant Agreement Number PO-10000-00046963
eXPRS Number 157822

STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found below. We accept all relay calls.

This Agreement is between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as "**ODHS**," and

Deschutes County
1340 NW Wall St.
Bend, OR, 97703
Attention: Paul Partridge or **Max Davidson**
Telephone: (541) 322-7546 or **(541) 322-7551**
E-mail address: paul.partridge@deschutes.org or **max.davidson@deschutes.org**

hereinafter referred to as "**Recipient**", "**County**" or "**CDDP**"

The program to be supported under this Agreement relates principally to the ODHS'

Office of Developmental Disabilities Services
500 Summer Street NE, E09
Salem, Oregon 97301
Agreement Administrator: Heather Smith or delegate
Telephone: (503)877-0635
E-mail address: heather.m.smith@odhs.oregon.gov

1. Effective Date and Duration.

This Agreement shall become effective on the last date all required signatures have been obtained. County's performance of the program described in Exhibit B may start on **July 1, 2025,** shall be governed by the terms and conditions herein, and for such expenses incurred by County may be reimbursed once the Agreement is effective in accordance with the schedule of payments in Exhibit B. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2027**. Agreement termination shall not extinguish or prejudice ODHS' right to enforce this Agreement with respect to any default by County that has not been cured.

2. Agreement Documents.

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

(1) Exhibit A: Definitions

(2) Exhibit B, Part 1: Operations and Administration Terms and Conditions

(3) Exhibit B, Part 2: Service Element Standards and Procedures

(4) Exhibit B, Part 3: Financial Terms and Conditions

(5) Exhibit C: Special Terms and Conditions

(6) Exhibit D: General Terms and Conditions

(7) Exhibit E: Standard Terms and Conditions

(8) Exhibit F: Federal Terms and Conditions

(9) Exhibit G, Part 1: Required Subcontractor Provisions

(10) Exhibit G: Part 2: Subtractor Insurance

(11) Exhibit H, Part 1: Privacy and Security Agreement

(12) Exhibit H, Part 2: Third Party Information System Access Request

(13) Attachment #1: Days and Hours of Operation

(14) Attachment #2: Disclosures Report

(15) Attachment #3: ODDS Case Management Entity FTE Survey

There are no other Agreement documents unless specifically referenced and incorporated into this Agreement.

b. This Agreement and the documents listed in Section 2., "Agreement Documents", Subsection a. above, shall be in the following descending order of precedence:

(1) This Agreement without Exhibits

(2) Exhibit F: Federal Terms and Conditions

(3) Exhibit H, Part 1: Privacy and Security Agreement

(4) Exhibit H, Part 2: Third Party Information System Access Request

(5) Exhibit E: Standard Terms and Conditions

(6) Exhibit A: Definitions

(7) Exhibit B, Part 1: Operations and Administration Terms and Conditions

(8) Exhibit B, Part 2: Service Element Standards and Procedures

(9) Exhibit B, Part 3: Financial Terms and Conditions

(10) Exhibit C: Special Terms and Conditions

(11) Exhibit D: General Terms and Conditions

(12) Exhibit G, Part 1: Required Subcontractor Provisions

(13) Exhibit G, Part 2: Subtractor Insurance

3. Grant Disbursement Generally.

a. Payments to County shall be subject to ORS 293.462 and shall be made in accordance with the payment schedule and requirements in Exhibit B Part 3, "Financial Terms and Conditions."

b. All funds paid to County under this Agreement are subject to recovery as set forth in Exhibit B, Part 3.

4. Subrecipient Determination. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, ODHS' determination is that:

☐ County is a subrecipient ☒ Not applicable

Assistance Listings number(s) of federal funds to be paid through this Agreement: 93.778

5. County Information and Certification.

a. County Information. County shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

County Name (exactly as filed with the IRS): Deschutes County, a political subdivision of the State of Oregon

Street address: 1300 NW Wall Street

City, state, zip code: Bend, OR 97703

Email address: deschutes.org

Telephone: (541) 322-7500 Fax: (541) 322-7565

County Proof of Insurance. County shall provide the following information upon submission of the signed Agreement. All insurance listed herein must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: Self Insured

Policy #: N/A Expiration Date: N/A

b. Certification. Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

(1) County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the grant activities are being performed. County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County, in addition to any remedies that may be available to ODHS under this Agreement;

(2) The information shown in Section 5.a. "County Information", is County's true, accurate and correct information;

(3) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

(4) County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: *https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx*;

(5) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: *https://www.sam.gov/SAM*;

(6) County is not subject to backup withholding because:

(a) County is exempt from backup withholding;

(b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or

(c) The IRS has notified County that County is no longer subject to backup withholding.

(7) County's Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided to ODHS is true and accurate. If this information changes, County is required to provide ODHS with the new FEIN or SSN within 10 days.

COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT COUNTY HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

6. Signatures. This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

Deschutes County
By:

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

State of Oregon, acting by and through its Oregon Department of Human Services
By:

Authorized Signature	Printed Name
Title	Date

Approved for Legal Sufficiency:

Approved via email by	Devon Thorson	8/14/2025
Oregon Department of Justice		Date

EXHIBIT A

Definitions

As used in this Agreement, the following words and phrases shall have the indicated meanings. Certain additional words and phrases are defined in the Service Element Standards and Procedures, in the special conditions of the Service Element Prior Authorization (SEPA), and in the Exhibit H, Part 1 "Privacy and Security Agreement". When a word or phrase is defined in a particular Service Element Standards and Procedures, or special condition in the Service Element Prior Authorization, the word or phrase shall not necessarily have the ascribed meaning in any part of the Agreement other than the particular Service Element Standards and Procedures, or special condition in which it is defined.

1. **"Access"** means the ability or the means necessary to read, communicate, or otherwise use ODHS or State Data, Network and Information Systems, and Information Assets.
2. **"Allowable Costs"** means the costs determined in accordance with the provisions of 2 CFR., Subtitle B, with guidance at 2 CFR, Part 200, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Service Element Standards and Procedures, or special conditions identified in the Service Element Prior Authorization.
3. **"Audit"** means an inspection completed by a Certified Public Accountant using standards and accepted practices of accounting activities to ensure that all state and Federal Funds are expended for the purpose the funds were contracted and intended for without fraudulent activity.
4. **"Career Development Plan"** or **"CDP"** has the meaning set forth in OAR 411-317-0000.
5. **"Carryover"** means funds received by CDDP for eligibility, Special Projects Licensing and Abuse Investigations staff that remain available at the close of a State fiscal year or a biennium.
6. **"Case Management Entity"** or **"CME"** has the meaning set forth in OAR 411-317-0000.
7. **"Case Management Services"** has the meaning as set forth in OAR 411-317-0000.
8. **"CDDP Administrator"** has the meaning set forth in Exhibit C, Section 3 "Appointment of CDDP Administrator" of this Agreement.
9. **"Child Welfare"** means the Oregon Department of Human Services (ODHS), Child Welfare Division.
10. **"Claim"** has the meaning set forth in OAR 411-370-0010.
11. **"Client"** has the same meaning as Individual or Recipient, for purposes of this Agreement.
12. **"Client Prior Authorization"** or **"CPA"** means an authorization for a specific Individual to receive a particular Service, by an identified Provider, at a rate approved by

ODHS. The CPA is submitted by CDDP for the Provider once an Individual and the Provider have agreed to a Service. The CPA specifies:

a. the Service.

b. the Individual or Recipient.

c. the effective date and end date for the Services authorized in the CPA.

d. the rate for the Service.

13. "**Client Record(s)**" means any client, applicant, or participant information regardless of the media or source, collected by CDDP in the course of completing the Work, provided through the Network and Information Systems to CDDP, or otherwise exchanged between the parties.

14. **"Centers for Medicare and Medicaid Services"** or **"CMS"** means the federal agency within the Department of Health and Human Services that administers Medicare and works in partnership with all fifty states to administer Medicaid.

15. **"Common Law Employer"** or **"CLE"** means the employer referred to in OAR 411-375-0010.

16. **"Community Developmental Disabilities Program"** or **"CDDP"** has the meaning as set forth in OAR 411-317-0000.

17. **"Community Engagement"** means a collective process by which people address shared concerns and propose solutions to shared problems. It results in equitable and positive social change.

18. **"Community First Choice K Plan"** or **"K Plan"** has the meaning as set forth in OAR 411-317-0000.

19. **"Community Partners"** means an Individual or organization invested or involved in either an Individual with I/DD or the provision of services to Individuals with I/DD. Examples of a Community Partner may include, but is not limited to, a self-advocate, family member, Provider, Brokerage, CDDP, Service Coordinator, Personal Agent, agency board member, ODHS/OHA representative, Tribal member, and or consultant.

20. **"Data Analysis and Collection"** means the process for gathering and synthesizing of data that can be used for making informed decisions.

21. **"Developmental Disability"** or **"DD"** has the meaning as set forth in OAR 411-320-0020.

22. **"Developmental Disabilities Services"** or **"DD Services"** has the meaning as set forth in OAR 411-317-0000.

23. **"Disbursement Claim"** means a document executed and delivered to ODHS by a Provider or CDDP, either electronically in eXPRS or in hard copy, with respect to a DD Service authorized in a CPA and PPA, or POC, certifying that a unit of that DD Service was delivered by a Provider identified in the CPA and PPA, or POC, to the Individual identified in the CPA or POC, during the period specified in the CPA or POC; and requesting disbursement of funds for that unit of DD Service.

24. **"Employer"** has the meaning as set forth in OAR 411-317-0000.

25. **"Employer Resource Connections"** or **"ERC"** means the voluntary training program provided by the Oregon Home Care Commission and offered to all Individuals receiving in-home Services. ERC meets the K Plan requirement for voluntary training on how to select, manage, and dismiss attendants, and provides activities to empower and inform Individuals receiving in-home Services regarding their rights, roles, and responsibilities as Employers of Personal Support Workers.

26. **"Express Payment and Reporting System"** or **"eXPRS"** means an information system for managing the disbursement and tracking of ODHS payments for the Developmental Disabilities Programs.

27. **"Federal Funds"** means all funds paid to CDDP under this Agreement that ODHS receives from an agency, instrumentality, or program of the federal government of the United States.

28. **"Fraud"** means an intentional deception or misrepresentation made by an individual with the knowledge that the deception may result in some unauthorized benefit to the individual or some other person. It includes any act that constitutes fraud under applicable federal or state law.

29. **"Full-time Equivalent"** or **"FTE"** means a unit of measure equivalent to one person working full-time. An FTE is calculated based on the CME's work hours of a regular work week. Employees who work fewer hours than a regular work week have their hours divided by the regular full-time work week hours. An FTE of 1.0 is equivalent to full-time; an FTE of 0.5 is half of a full-time equivalent.

30. **"Functional Needs Assessment"** or **"FNA"** has the meaning as set forth in OAR 411-317-0000.

31. **"Geographical Information Systems"** or **"GIS"** means the tracking system the State uses to track when an emergency occurs in the area Individuals reside.

32. **"Individual"** has the meaning as set forth in OAR 411-317-0000.

33. "**Individual Support Plan"** or **"ISP"** has the meaning as set forth in OAR 411-317-0000.

34. **"Individual Support Plan Team"** or **"ISP Team"** means a group of people that include the Individual, the Services Coordinator or Personal Agent, when applicable the Individual's designated representative and or others chosen by the Individual to participate in service planning, as described in OAR 411-415-0070.

35. "**Information Asset(s)**" refers to all information provided through ODHS, regardless of the source, which requires measures for security and privacy.

36. **"Intellectual Disability"** or **"ID"** has the meaning as set forth in OAR 411-320-0020.

37. **"Intellectual or Developmental Disability"** or **"I/DD"** has the meaning as described in OAR 411-320-0020.

38. **"Language Access"** means the full accessibility of information through languages and terminology.

39. **"Late Fees"** means a payment made to a Personal Support Worker (PSW) when their services and timesheet are submitted on time, but their payment is issued after the scheduled pay processing date due to administrative error.

40. **"Level of Care"** or **"LOC"** has the meaning as described in OAR 411-317-0000.

41. **"Local Match"** means the opportunity for Local Government Entities, including Transit Districts, to request additional Federal Funds to recoup costs for Intellectual and Developmental Disabilities program expenditures, exceeding allotted state funds, in the following services: Local Match Transportation and Case Management Operations. The Local Government Entity is responsible for the local fund portion and providing the necessary documentation to ODHS for approval. If approved, the local funds will be submitted for federal match.

42. **"Medicaid"** means Federal Funds received by ODHS under Title XIX and Section 1115 of the Social Security Act and the Children's Health Insurance Program (CHIP) Title XXI administered jointly with Title XIX funds as part of state medical assistance programs by ODHS.

43. **"Medicaid Fraud"** means the providing of false information to claim reimbursement for Medicaid funded services. Medicaid Fraud includes, but is not limited to, the following activities: billing for services not actually performed; billing for more expensive services than actually rendered; billing for several services that should be combined into one billing; and billing twice for the same service.

44. **"Misexpenditure"** means money, other than Overexpenditure, disbursed to CDDP by ODHS under this Agreement and expended by CDDP that:

a. is identified by the federal government as expended contrary to applicable statutes, rules, the provisions of 2 CFR. Subtitle B, with guidance at 2 CFR, Part 200, or any other authority that governs the permissible expenditure of such money, for which the federal government has requested reimbursement by the State of Oregon, whether in the form of a federal determination of improper use of Federal Funds, a federal notice of disallowance, or otherwise; or

b. is expended in a manner not permitted by this Agreement, including without limitation, any money expended by CDDP, contrary to applicable statutes, rules, OMB Circulars, or any other authority that governs the permissible expenditure of such money; or

c. is expended on the delivery of a DD Service in violation of the Service Element Standards and Procedures of this Agreement with respect to that DD Service.

45. **"Network and Information System(s)"** means the ODHS and State of Oregon's computer infrastructure which provides personal communications; Data such as Client Records; Access to other Information Assets, regional, wide area and local networks, and the internetworking of various types of networks.

46. **"ODDS"** has the meaning set forth in OAR 411-317-0000.

47. **"Office of Training, Investigation and Safety"** or **"OTIS"** means the ODHS office responsible for rule, policy and practice oversite of adult abuse investigations conducted by CDDPs and for conducting ODDS child abuse investigations in non-familial settings.

48. **"Oregon Health Authority"** or **"OHA"** means the agency established in ORS Chapter 413 that administers the funds for Titles XIX and XXI of the Social Security Act. It is the single state agency for the administration of the medical assistance program under ORS Chapter 414. For purposes of these rules, the agencies under the authority of the Oregon Health Authority are the Public Health Division, Health Systems Division, External Relations, Health Policy and Analytics, Fiscal and Operations, Health System Division, Office of Equity and Inclusion, and the Oregon State Hospital.

49. **"Oregon Needs Assessment"** or **"ONA"** has the meaning set forth in OAR 411-317-0000.

50. **"Overexpenditure"** means money disbursed by ODHS under this Agreement and expended by CDDP that is in excess of the amount CDDP is entitled to expend as determined in accordance with the funding calculation methodologies set forth in the applicable Service Element Standards and Procedures.

51. **"Personal Agent"** shall have the meaning set forth in OAR 411-317-0000.

52. **"Personal Support Worker"** or **"PSW"** has the meaning as set forth in OAR 411-317-0000.

53. **"Plan of Care"** or **"POC"** means a service authorization feature in eXPRS that is a collection of individual Provider service authorizations for an Individual with I/DD. These Service Authorizations in accepted status are required to enable the Provider of the authorized Service to successfully submit Claims for payment.

54. **"Program Area"** means the geographic area within the State of Oregon where CDDP is contracted to provide DD Services. The Program Area for this Agreement are the counties of: Jefferson County(s).

55. **"Provider"** has the meaning as set forth in OAR 411-317-0000.

56. **"Provider Enrollment Application and Agreement"** or **"PEAA"** has the meaning set forth in OAR 411-370-0030.

57. **"Provider Prior Authorization"** or **"PPA"** means an authorization, either through eXPRS or by submission to ODHS of a document acceptable to ODHS, for funding awarded in the SEPA for delivery of a particular DD Service by a particular Provider, and for Provider submission of Disbursement Claims for the DD Service, that specifies:

a. the DD Service.

b. the Provider.

c. a period during which the authorization may be used to support delivery of the DD Service by the Provider.

d. whether the PPA is an "Opt Out" PPA for those Providers that are paid through a CPA and have fluctuating amounts in a specific month; or the PPA is for a specific amount authorized to the Provider for a specified time frame. If the PPA is for an amount for a specific Provider, the total amounts authorized in the PPAs cannot exceed the total SEPA amount for that time frame for that DD Service.

58. **"Rationed Fee for Services"** or **"RFFS"** means the Case Management Entity billings paid up to the maximum monthly amount of the PPA. All Case Management Entity billings entered that meet the criteria for a successful claim, yet exceed the maximum monthly amount of the PPA, will suspend to be utilized for future payments up to the amount outlined in the Biennial Legislatively Approved Budget.

59. **"Recipient"** has the meaning as set forth in OAR 411-370-0010.

60. **"SEPA Adjustment"** means a document, acceptable to ODHS, that may be presented and executed in hard copy, or electronically in eXPRS, by CDDP, that amends the SEPA, with respect to one or more DD Services, to reflect the new maximum amount of funding that ODHS will provide under this Agreement through eXPRS for the specified Service Element(s), as well as any new or modified special performance or other requirements.

61. **"SEPA Pass Code"** or **"SEPA Pass Phrase"** means a code used by eXPRS to verify the identity of the individual accepting the SEPA Adjustment on behalf of CDDP.

62. **"Service"** means any one of the DD Services for Individuals listed in Exhibit B, Part 2 "Service Element Standards and Procedures" of this Agreement provided directly by County or authorized by County or Subcontractor pursuant to this Agreement.

63. **"Service Access"** means the intentional removal of barriers to ODHS services.

64. **"Service Authorization"** means an authorization by CDDP of the DD Services that CDDP is responsible to authorize according to Exhibit B, Part 2 "Service Elements and Procedures", Section 3 "Service Element Standards and Procedures Review Process," as identified in an Individual's ISP, and entered for billing purposes into eXPRS via POC or a CPA.

65. "**Service(s) Coordinator**" has the meaning as set forth in OAR 411-317-0000.

66. **"Service Element"** has the meaning as set forth in OAR 411-317-0000.

67. **"Service Element Prior Authorization"** or **"SEPA"** means the maximum amount of Service Element funding that ODHS will provide to CDDP under this Agreement through eXPRS, and any Service Element associated special performance or other requirements. The SEPA is broken down by Service Element and may be amended from time to time by a SEPA Adjustment.

68. **"Service Element Standards and Procedures"** has the meaning set forth in OAR 411-370-0010.

69. "**Service Integrity for All"** means promoting health, safety, belonging and independence for all Individuals by adapting services and policy to eliminate discrimination and disparities in the delivery of human services.

70. **"Settlement"** means the process through which ODDS determines Underexpenditures and Overexpenditures, and resolves Misexpenditures, at the end of each Agreement period, upon Agreement termination or on an interim basis, if necessary, during the term of this Agreement.

71. **"Subcontract"** means a contract between the CDDP and a third party to perform one or more of the direct Service(s) required under this Agreement. Subcontract does not include contracts for CDDP ancillary services.

72. **"Subcontractor"** means a third-party contractor that contracts with the CDDP to perform one or more Service(s) under this Agreement and may include all CDDP functions that the CDDP is required to perform under this Agreement.

73. **"Systemic Disproportionally"** means how Service Access across various institutions work together, intentionally or not, to disenfranchise and create different outcomes.

74. **"Transmittals"** means communications that request action from, or provide policy, program, training, and other information to CDDP. Transmittals take the form of Action Requests (AR), Information Memoranda (IM), or Policy Transmittals (PT).

75. **"Underexpenditure"** means money disbursed by ODHS under this Agreement and not expended by CDDP that is less than the amount CDDP is entitled to expend as determined in accordance with the funding calculation methodologies set forth in the applicable Service Element Standards and Procedures.

76. "**User**" means any individual authorized by ODHS to access Network and Information Systems and who has an assigned unique log-on identifier.

77. **"Waivers"** mean the 1915(c) Home and Community Based Services Waivers and 1915(b)(4) Fee-for-Service Selective Contracting Program.

78. **"Written Materials"** means documents and forms created by CDDP or ODDS, in connection with Services being provided to the Individual.

79. **"Workforce Representation"** means the range of human differences in the workforce that recognizes all Individuals served in the Program Area.

80. **"Workload Model"** or **"WLM"** means the computation of FTE based on the data collection conducted by ODHS and fixed percentages based on caseloads.

EXHIBIT B

Part 1
Operations and Administration Terms and Conditions

1. CDDP Administrative Responsibilities.

In performing the Work under this Agreement:

a. CDDP shall adhere to all applicable Oregon Administrative Rules (OAR), Oregon Revised Statutes (ORS) and federal CFRs pursuant to this Agreement. CDDP shall comply with all language and requirements outlined in the Community First Choice K Plan option and Medicaid Waivers when applicable, including updates and amendments, or as instructed by ODDS through Transmittals. In general, Transmittals are written to provide clarification or guidance of an existing rule, statute, or CFR.

Outside of natural disasters, pandemics or circumstances that would put Individuals in service at risk, any policy and Transmittal that is written by ODDS that requires new work for a Case Management Entity (CME) will necessitate ODDS to give the CME an opportunity to provide input within specified timelines. ODDS will analyze the input for impact to workloads, making adjustments where appropriate, prior to issuing the Action Request (AR) or Policy Transmittal (PT). This excludes policies resulting from a rule change that is required by a federal or state directive, as rules and rule amendments require a fiscal analysis and are provided to the Rule Advisory Committee.

b. CDDP shall participate in person, by phone, or video conference, in CDDP program manager meetings monthly or at a frequency designated by ODDS. Meetings will be scheduled by ODDS with representatives designated by ODDS to review, clarify, and further plan the Work performed under this Agreement. These ODDS and CDDP meetings shall be scheduled at a time mutually acceptable to both parties. CDDP will ensure a representative will participate in 80% of CDDP program manager meetings for the term of this Agreement.

c. CDDP shall participate in person, by phone, or video conference in other required, scheduled meetings. ODDS shall make reasonable effort to schedule meetings at a time and place conducive to the greatest number of participants.

d. CDDP management is responsible for ensuring all information provided by ODHS is communicated effectively and timely with all applicable CDDP staff.

e. CDDP must comply with ODDS designated IT systems upon implementation and training. These systems will be designated as the state systems of record for the applicable information.

f. **Career Development Plan.** CDDP shall develop a Career Development Plan (CDP) consistent with ODDS policy and administrative rules, as well as Executive Order 15-01, as part of the ISP for all Individuals of working age, including transition age Individuals, prior to their expected exit from school or within one year of an unexpected exit from school.

(1) CDDP shall submit copies of the CDP documents to ODHS upon request or cooperate with ODDS field review to verify compliance with timely development of CDPs.

(2) In the event the CDDP fails to develop a CDP for any Individual, the CDDP shall take corrective action and develop the CDP within 90 calendar days of the date the CDDP is notified by ODHS, or the CDDP self identifies the absence of a required CDP. The CDP development must meet the requirements as outlined in ODDS policy and administrative rule. These newly developed CDPs must be submitted to ODDS for a quality assurance review.

(3) If CDDP fails to respond or follow the directives as lined out in a. and b. above, a financial penalty not to exceed $150 per identified CDP may be assessed.

g. Emergency Plan. CDDP must maintain at all times an emergency plan, policies, and procedures in accordance with OAR 411-320-0040(10).

(1) Emergency plans must address, but are not limited to responses to any natural disasters, pandemics, or other times when the CDDP may have to react to reducing office hours and or building closures; and that ensure continuity of care to Individuals.

(2) CDDP must submit their emergency plan upon request for review by the ODDS Case Management Support Services Unit.

(3) ODDS will presume CDDP Program Director is emergency contact unless otherwise provided a minimum of one (1) dedicated employee who is the emergency contact after-hours.

(4) CDDP must have a minimum of one (1) employee who has access to the ODHS Geographic Information System (GIS) or other ODDS approved data system and will pull data as needed based on local community need.

h. Service Integrity for All.

(1) CDDP will conduct an assessment and will reassess every two years from the first submission, unless approved by ODDS in writing; an email will suffice. CDDP will submit their assessment updates to ODDS Partnership and Accessibility staff and or other staff identified by ODDS. Assessments must address at a minimum the following priority area:

(a) Systemic Disproportionality.

(b) Language Access.

(c) Workforce Representation.

(d) Data Analysis and Collection.

(e) Service Access.

(f) Community Engagement.

(g) Identification and development of staff skills, awareness and or practices using an accessibility lens when providing Services.

(2) Action Plan. CDDP will develop and maintain an action plan that outlines goals and strategies to be worked on between reassessment timelines. Plans must address at minimum one of the following priority areas:

(a) Systemic Disproportionality.

(b) Language access.

(c) Workforce Representation.

(d) Data analysis and collection.

(e) Service access.

(f) Community engagement.

(g) Identification and development of staff skills, awareness and or practices using an accessibility lens when providing Services.

(3) CDDP assessment and action plan may be developed in any format. ODDS will not require a specific format.

(4) CDDP will maintain assessment and action plan and will review them periodically, but not less frequently than every two years unless otherwise approved in writing by ODDS prior to deadline, an email will suffice. CDDP will submit their assessment and plan updates to ODDS Partnership and Accessibility staff and or other staff identified by ODDS. This section shall not be construed to require the CDDP to engage in any illegal discrimination or unequal treatment based on protected class, nor shall the CDDP be required to undertake any illegal discriminatory or unequal treatment based on protected class based on any findings in the assessment or action plan.

i. CDDP will measure progress dependent on the priority area and outcomes identified from the CDDP assessment. Progress and additional action items based on progress will be reported annually, no later than June 30th to ODDS Partnership and Accessibility staff and or other staff identified by ODDS with an understanding that many goals will have long-term progress timeline.

j. ODDS will support systemic transformation in Service Integrity for All by:

(1) Identifying shared areas for learning, technical assistance, and improvement.

(2) Developing training opportunities for the CDDP based upon system wide trends and improvement areas and offering those trainings to CDDP staff.

(3) Extracting and sharing best practice ideas and methods from the CDDP submitted plans.

(4) Providing technical assistance to CDDP when requested that may include:

(a) Action plan templates.

(b) Limited trainings for CDDPs staff.

(c) Providing data.

k. CDDP will work in conjunction with ODHS to engage and connect staff to learning opportunities specific to Tribal Engagement that will be provided or attended annually that is focused on the Nine Federally Recognized Tribes and Urban Indian Health Centers in Oregon. Opportunities can include, but aren't limited to, online training courses, in-person events, and or Tribal community events. CDDP will commit to engagement with ODDS staff to support in identifying barriers and successes as well as ways that ODDS or ODHS can provide technical assistance for improvement. CDDP staff will participate in trainings provided by ODHS to understand Tribal Consultation and Tribal Engagement that is focused on building culturally responsive government-to-government relationships that uphold and recognize Tribal sovereignty.

l. FTE Survey.

CDDP must complete and submit FTE Survey to ODDS.Contracts@odhsoha.oregon.gov no later than February 28, 2026. Failure of the CDDP to submit the completed survey may result in a reduction of funding.

m. Workload Model.

(1) CDDP will participate in maintaining the Workload Model (WLM) for the computation of FTE.

(2) ODHS Office of Forecasting, Research and Analysis (OFRA) will calculate the official forecasted caseload of eligible Individuals the CDDP may serve during the biennium, which will inform the biennial Workload Model maintained by the ODHS Office of Reporting Research, Analytics and Implementation (ORRAI). The most recent Workload Model is attached to the SEPA for the period for the Services. Funding for CDDP FTEs is allocated within the Workload Model.

(3) CDDP will nominate participants to a steering committee to review WLM calculations. ODDS will facilitate conversations with ORRAI to provide a 2-week window, when possible, for CDDP and the steering committee to review and provide feedback of WLM on the calculations prior to those numbers being finalized and submitted to the ODHS Budget Office.

2. CDDP Assistance with Provider and Employer Enrollment, Credentials, and Payments.

a. CDDP shall assist any Individual who wishes to hire a Personal Support Worker (PSW) with the following:

(1) Assist the Individual in becoming a Common Law Employer (CLE) or identifying a designated CLE and provide resources to prospective CLEs on their role. For each CLE, CDDP will:

(a) Initiate enrollment of the CLE into the Fiscal Management Agent Services (FMAS) vendor's web portal (currently referred to as "BetterOnline").

(b) Refer Individuals to the Employer Resource Connection contractor serving in the Program Area. If the CDDP identifies a need for ERC program services and resources, the CDDP shall refer the CLE to the ERC contractor.

(2) CDDPs must comply with requests from the Oregon Home Care Commission (OHCC) and its Customer Relations and Workers' Compensation Units for information regarding workers' compensation claims, PSW safety complaints, Americans with Disabilities Act (ADA) accommodation requests, unemployment claims related to an individual who is the employer of PSWs, PSW late payment complaints, and PSW complaints and grievances.

(3) Assist the Individual in the enrollment process for PSWs by:

(a) Providing PSWs with a Provider Enrollment Application and Agreement (PEAA) and initiating a Criminal History Check (CHC).

(b) Initiating the PSW enrollment in the FMAS vendor's web portal. For each new PSW, CDDP will provide the required information to successfully enroll the PSW.

b. CDDP shall assist Individuals by verifying that certifications, licenses, CHCs, driver's licenses, and auto insurance are valid prior to Services being authorized for PSW Providers.

c. CDDP must review and approve or reject the PSW time sheet, progress note, and mileage log. CDDP must review and approve or reject PSW submitted Services Delivered billing entries accordingly. CDDPs will work with PSWs or direct PSWs to work with their CLE for suspended payment claims that are unrelated to an eligibility issue.

d. CDDP is required to submit an Out of Cycle (OOC) request for payment for PSWs, if the PSW turned in a properly completed timesheet within the dates as outlined on the approved PSW payment calendar, and the timesheet was not approved due to an administrative error on the part of the CDDP. The OOC request for payment must be submitted within one business day of the CDDP verifying that an error occurred and that it was due to an administrative error. CDDP will be invoiced for all fees incurred for OOC requests due to administrative error, including but not limited to, no more than a $125 fee per day for initiating an OOC. ODDS will calculate the $125 fee per day based on number of requests received for the day and invoice CDDP quarterly.

CDDP will also be invoiced for any approved PSW Late Fees generated due to CDDP error at a rate of $20 per day as determined through the OHCC late and partial payment process. CDDP must respond timely to any request for additional information from OHCC or ODDS. The number of days for the PSW Late Fee

will be calculated as follows: the Provider will receive $20 per day beginning on the day the Provider submits the OHCC Late Pay Penalty form and ending on the actual date processing of the late or partial payment occurred. All Providers will be eligible for late or partial payment fees of twenty dollars ($20) per day for three (3) days, no matter their overall gross payment. Besides the minimum late payment, PSW Late Fees will only match, not exceed the overall gross payment that is delayed. This cap on PSW Late Fees will not apply when a PSW experiences an additional payment occurrence within one calendar year or the verification of the late payment takes longer than 60 days from form submission. In the event that CDDP is at fault for the initial late payment, but resolution is delayed due to issues outside of CDDP control, CDDP will not be responsible for late fees over and above the time taken for CDDP to act to resolve the matter.

e. In the event that CDDP has a reasonable cause to believe that a CLE or PSW is committing Medicaid Fraud, CDDP will notify the ODDS Provider Administration Manager and the Medicaid Fraud Unit immediately.

3. Days and Hours of Operation; Notifications to ODDS.

a. CDDP must provide the days and hours it will be open to the public by submitting a completed Attachment #1 to ODDS when the Agreement is signed by the CDDP. Failure by CDDP to provide this information will prevent Agreement execution by ODHS and distribution of the signed Agreement. CDDP must report any changes to the days and hours of operation to ODDS.contracts@odhsoha.oregon.gov within 24 hours of the decision.

b. If CDDP must close or reduce its hours of operation as described in Attachment #1 for any reason, including but not limited to a loss of utilities, a pandemic, or a natural disaster, CDDP must notify ODDS' Agreement Administrator by email or telephone within 24 hours of the reduction or closure. If CDDP cannot meet the deadlines to approve PSW timesheets, CDDP will notify ODDS' Provider Administration Manager immediately by email or telephone.

c. CDDP will nominate participants for a workgroup that will explore and identify the data needed to be collected for ongoing support of Individuals in Case Management Services that is requested or is necessary. Discussion will include but is not limited to the following scenarios:

(1) Hospitalization, discharges, emergency room visits with requests for involvement.

(2) Child Welfare calls for children in hospitals or emergency rooms when Child Welfare determines no abuse or neglect and child needs additional support.

(3) Providers needing ISP amendments prior to the next business day.

(4) Providers identifying additional supports are needed for an Individual.

(5) Individuals needing immediate new placements as a result of Providers delivering immediate exit notices.

(6) Protective service needs as the result of abuse and neglect allegations.

(7) Providers needing to move Individuals out of a setting due to an emergency (i.e. fire, flood, loss of power, staffing).

(8) Death of an Individual.

d. CDDP will collect data identified from after hours workgroup for Individuals enrolled in Case Management Services as described in 3.c. above. ODDS will provide a template for tracking and reporting. CDDP will submit data reports using the ODDS provided template no later than December 31, 2025 and June 30, 2026, unless an alternative reporting scheduled is mutually agreed upon by both parties in writing prior to deadline, email communication will suffice.

e. ODDS reserves the right to reduce funding if CDDP's days or hours of operation are reduced from those identified in Attachment #1 unless the reduction in operations is the result of an overall statewide fiscal reduction due to a legislative action.

4. ODDS Administrative Responsibilities.

a. ODDS will publish Action Requests and Policy Transmittals that have an impact on the day-to-day processes and operation of a CDDP to the Innovation and Engagement website prior to publication. Website comments will be reviewed and responses to those comments posted at the time of publication of the Transmittal. ODDS reserves the right to not respond to all individual website comments.

b. ODDS will publish Transmittals prior to the effective date of the Transmittal, when possible. There may be times due to states of emergency, pandemics, and or natural disasters that Transmittals may not be published timely and may be retroactive.

c. ODDS will provide training to CDDP's staff prior to implementing new IT systems. Training may be in multiple formats including, but not limited to, in person, webinars, the ODHS approved learning management system, and other media sources. In person trainings will be conducted, at a minimum, in four areas of the State.

d. ODDS will respond to fiscal inquiries from CDDP within five (5) business days of receipt of a written inquiry. Fiscal inquiries must be submitted to cau.invoice@odhsoha.oregon.gov.

e. ODDS will only post results from final quality assurance reports on the ODHS website. ODDS will analyze statewide finding and trends and will share those findings periodically in meeting with CMEs as identified and determined by ODDS prior to posting on the website for strategic messaging.

f. If a CDDP refuses to follow the rules identified in all applicable ODHS and OHA CFRs, OARs or ORSs that require the CDDP to take action necessary to assure the health and safety of Individuals enrolled in or applying for DD Services under this Agreement ODDS will notify the CDDP in writing that ODDS intends to perform the functions necessary for the health and safety of the Individuals.

ODHS may reduce the funding received by the CDDP to cover the costs of ODDS fulfilling the roles necessary for the needed actions.

5. Quality Assurance.

a. ODHS' quality assurance activities include, but is not limited to:

(1) Review of Case Management Services.

(2) Review of assessments, ISPs, and LOCs.

(3) Review of CDDP's Provider monitoring, complaints, and other contracted obligations.

(4) Review application and eligibility documentation.

(5) Review of approved Case Management claims.

b. CDDP shall:

(1) Comply with all ODHS quality assurance reviews, plans, and processes designed to monitor and ensure CDDP's timely and accurate CMS compliance.

(2) Follow all undisputed remediation instructions, including timelines, resulting from the quality assurance review findings.

(3) Make available to ODHS' quality assurance staff, upon request, access, including a login and password, to any electronic systems and or provide any physical documentation that contains information related to the Services provided to Individuals enrolled in Case Management Services and or maintain the health and safety of Individuals.

c. ODHS shall:

(1) Notify CDDP in advance of a ODHS quality assurance review.

(2) Provide timely feedback to CDDP of quality assurance review findings and an opportunity for CDDP to dispute those findings prior to the final report.

(3) Provide technical assistance and training to CDDP in the areas identified as needing improvement by the quality assurance review. Technical assistance and training provided by ODHS will not negate necessary remediation activities by CDDP.

EXHIBIT B

Part 2
Service Element Standards and Procedures

1. Provision of Services.

a. The DD Services listed in this Section 1 and described in this Exhibit B Part 2 must be provided as described in the appropriate federal regulations, Oregon Revised Statutes, Oregon Administrative Rules, most current ODDS expenditure guidelines, and Service Element Standards and Procedures for the DD Services. Requirements for Service Elements may be found in the OARs listed below. Any additional requirements may be found in this Exhibit B Part 2. Only the DD Services listed are subject to this Agreement.

b. Upon acceptance of the Service Element Prior Authorization (SEPA) in eXPRS, CDDP agrees to directly provide or subcontract for the DD Services. The DD Services provided by CDDPs whose costs are covered in whole or in part with the SEPA are:

	Service Name	References
(1)	Eligibility and Licensing	Chapter 411, Division 320, Service Element Standards and Procedures
(2)	Case Management Operations	Chapter 411, Divisions 415 and 320; Service Element Standards and Procedures
(3)	Abuse Investigation Services	Chapter 411, Division 320; Service Element Standards and Procedures

c. CDDP will provide Licensing Services as defined in Exhibit B, Part 2, Section 9 until December 31, 2025, except as provided in this section. Licensing Services will transition to ODDS effective January 1, 2026, unless an earlier date of transition is mutually agreed upon and accepted between both parties in writing, email communications will suffice. CDDP must submit a variance request to odds.variances@odhsoha.oregon.gov to request early transition.

2. Service Element Standards and Procedures Review Process.

ODHS shall update this Exhibit B, Part 2 as follows:

a. ODDS will engage with a standing group of Community Partners to review and, if needed, modify this Exhibit B, Part 2. Community Partners shall include CDDP staff, designated representatives, ODDS staff, and other parties identified by ODDS.

b. Upon determining that an update is necessary, a draft of the document changes will be sent to the Community Partner group via e-mail for review and comment. The ODDS e-mail shall include a time, date, and conference line number or virtual meeting information for a discussion between ODHS and CDDP's

regarding the draft Service Element Standards and Procedures being reviewed. ODHS will accept comments via e-mail for 15 business days after the date of the ODDS e-mail with the changes.

c. After the discussion and the deadline for receipt of any e-mail review and comments from CDDP staff, ODHS will consider any information from CDDP's when determining the final changes to this Exhibit B, Part 2.

d. Upon completion of the review process, ODHS shall follow the amendment process as outlined in Exhibit E Section 28 "Amendments; Waiver; Consent" of this Agreement to update this Exhibit B Part 2.

3. Service Authorization.

CDDP must authorize Services as outlined below:

a. All Services, regardless of service setting or unless otherwise noted, must be authorized in eXPRS or MMIS for Long-Term Community Care Nursing (LTCCN), in a manner consistent with rule, by the County in which the Individual is enrolled and is receiving Case Management Services and found eligible for I/DD Services as outlined in OAR Chapter 411 Division 320. This authorization must be obtained and documented in accordance with OARs and ODHS policies and procedures.

b. All Services must be authorized at the appropriate rates, when applicable, for the service setting. All services included in the expenditure guidelines must be entered using the rates detailed in the expenditure guidelines. Rates are subject to change upon notice from ODHS.

4. Ancillary Services.

Rates for Services as defined in OAR 411-435 are set using the most recent ODDS expenditure guidelines. Exceptions to the published rate(s) may be allowed with prior approval by ODHS. ODDS will issue a final funding memo to CDDP when the payment of invoice is approved. ODDS will process payment within 45 days in accordance with ORS 293.462.

5. Supported Living.

Upon implementation of the rate table, the ODHS budget tool will no longer be needed for Individuals receiving Supported Living Services.

6. Transportation Services.

a. Transportation Service rates are set using the expenditure guidelines or the transit providers published rate.

b. Individuals enrolled in Transportation Local Match Services for going to or from employment services, including day support activities, are not eligible for other Transportation Services for transportation to or from employment services, including day support activities without an exception.

c. CDDP must maintain Transportation Local Match rosters and report changes regarding Individuals eligible for Transportation Local Match to transit districts as

outlined in transportation worker's guide. CDDP's failure to report these changes to the transit district will result in CDDP paying for rides provided to Individuals ineligible for Transportation Local Match.

7. Special Projects.

a. Special Projects are a mechanism for special payments as a pass-through payment to the CDDP.

b. All requests for Special Projects funding must be submitted to ODDS.FundingReview@odhsoha.oregon.gov prior to authorization by ODDS.

c. Performance requirements for Special Projects not otherwise defined in this Agreement are described below:

(1) Any Special Project must be authorized in advance by ODDS, and the Special Project must be performed prior to ODDS releasing funding, unless otherwise approved by ODDS in writing.

(2) Funding for Special Projects will be paid to the CDDP through eXPRS.

(3) Terms and conditions of each Special Project will be defined in cooperation with the CDDP.

d. All Special Project funds are subject to Settlement to confirm and reconcile any discrepancies that may have occurred between actual ODHS disbursements of funding, and the amount actually delivered and invoiced at the end of the Agreement period or biennium in which they are authorized, whichever comes first.

8. Room and Board General Fund (R&B GF).

a. Services for R&B GF are limited to those Individuals with I/DD who are not Medicaid eligible due to the Individuals' immigration status being undocumented but are working towards United States citizenship. CDDP will assist Individuals that are undocumented in applying for Healthier Oregon Program (HOP). R&B GF Services assist these Individuals with room and board (R&B), personal incidental items, and as necessary, allowable medical expenditures.

b. Authorizing R&B GF Services.

(1) Individuals must be 18 or older and concurrently receiving Residential Services or Adult Foster Home Services.

(2) Services must be approved in advance by ODHS. CDDP must submit the following documentation when requesting R&B GF Services:

(a) Individual's name;

(b) Individual's prime number;

(c) Effective date of requested R&B GF Services;

(d) Amount of monthly funds requested;

(e) Steps Individual has taken to date in obtaining citizenship;

(f) Steps to be taken by the Individual to obtain citizenship during the time frame requested for R&B GF Services;

(g) A copy of the Individual's most current Individual Support Plan (ISP), if funding for medical expenditures is requested;

(h) A methodology for calculating the funds for medical expenditures, if applicable;

(i) Documentation that the Individual has been denied Oregon Health Plan (OHP) insurance coverage.

(3) An Individual cannot receive R&B GF medical expenditure funding if the Individual is receiving OHP.

(4) If the Individual has been approved to receive R&B GF medical expenditure funding and has been approved for OHP, OHP must be used for all medical expenditures..

(5) R&B GF funds may be used for an Individual in a medical emergency even though the emergency situation is not included in the ISP. For purposes of this Exhibit B Part 2, an emergency situation is defined as a sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in placing the Individual's health in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part.

(6) The following medical services are not authorized under R&B GF Services:

(a) Routine dental care and diagnostic testing such as annual or semi-annual cleanings, fillings, root canals and routine x-rays.

(b) Routine eye exams, diagnostic testing, contacts, glasses, and lenses.

c. Rate Setting for R&B GF Services.

(1) The funds awarded for R&B GF Services for R&B and personal incidentals are equivalent to the anticipated federal Supplemental Security Income (SSI) as defined in 420 Code of Federal Regulations (CFR) Part 416.101 – 416.121, 416.401 – 416.435 and 416.501 - 416.665, and the Oregon Supplemental Income Program (OSIP) Manual under "Room and Board and Personal Needs Standards". Monthly rates are subject to change to reflect federal cost-of-living or other ODHS approved adjustments. These monthly rate changes do not require a request by CDDP and approval from ODHS. Any monthly rate adjustments resulting from these changes will be added by ODHS to awards ODHS authorized for Individuals receiving R&B GF Services.

(2) R&B GF funds must be used for "current maintenance" costs incurred by an Individual receiving R&B GF Services, as defined in the above-

referenced CFRs, the OSIP Manual, and as outlined in this Exhibit B Part 2. Current maintenance includes the room and board fees charged by the Provider to the Individual and costs incurred for clothing, medical care authorized by ODHS, and personal comfort care for the Individual, whether provided directly by, or facilitated by, the Provider of the R&B GF Services.

(3) R&B GF funds used for an Individual's medical expenses must only be for necessary medical expenditures for the Individual up to the amount authorized by ODHS. If the Individual is enrolled in HOP medical expenses must be processed through HOP.

d. Disbursement of R&B GF Service Funds.

(1) A SEPA will be created for the total amount of the R&B GF Service allowed for the Individual prior to Services being rendered.

(2) R&B GF funds are disbursed through a PPA in eXPRS to the CDDP.

(3) R&B and personal incidental funds are disbursed at the beginning of each Service month through a ODHS created 12-month PPA. CDDP must remit payment to the Provider after receiving disbursement.

(4) Medical Expenditures are disbursed at the beginning of a service period through an ODHS created three-month PPA. CDDP must remit payment to the Provider after receiving disbursement. If ODHS has paid to CDDP, through the release of the PPA funding, more R&B GF medical expenditure funds than reported by the Provider and submitted by CDDP, ODHS will stop releasing funds for R&B GF medical expenditures until the balance due CDDP for R&B GF medical expenditures is no less than one month of the allocated PPA funding. If a Provider's monthly medical expenditure report shows the Provider needs additional medical expenditure funds to cover future medical costs for an Individual, and the additional funds and medical expenditures are within the Individual's ODHS authorized funding, then ODHS will release the additional funding up to, but not to exceed, the SEPA amount.

e. Special Provisions of R&B GF Services.

(1) Medical expenditure funding for an Individual for R&B GF Services paid to a Provider via CDDP may only be carried over into future months within the same biennium. When medical expenditure funding carry-over occurs, the next monthly payment to CDDP for the Individual will be reduced by ODHS by the amount carried over from the previous months. CDDP may not carry over funding of R&B GF Services for medical expenditures into the next biennium. The medical expenditure funding must be returned to ODHS immediately upon request by ODHS, or within 45 calendar days of the end of the biennium in which the funds were paid, whichever date is sooner.

(2) CDDP shall notify ODHS within 14 calendar days if the Individual's circumstances change and the Individual is no longer eligible for R&B GF Services.

(3) ODHS may request at any time other information regarding the use of R&B GF Services or the justification of such Services. CDDP must respond to any request within 10 business days.

(4) CDDP must submit to ODHS quarterly, paid Provider invoices for R&B and personal incidental expenditures. Provider invoices must reflect that the Individual received the R&B GF Services during the time period covered by the invoices. If paid Provider invoices are not received by ODHS, the R&B and personal incidental funds paid to Provider, and not supported by paid Provider invoices, must be recovered by CDDP and CDDP must then return this R&B GF funding to ODHS.

(5) For Medical Expenditures:

(a) Providers shall report to CDDP the allowable medical expenditures each month on a ODHS prescribed form. This monthly report will serve as the Provider invoice for medical expenditures for R&B GF Services. This monthly medical expenditure report must include the following, at minimum:

i. Individual's name;

ii. Individual's prime number;

iii. Month or timeframe for the reported R&B GF Services;

iv. Provider's name and eXPRS Provider number;

v. Description of each medical expenditure listed separately;

vi. Amount of each medical expenditure;

vii. Name of entity providing the R&B GF Service, such as the name of pharmacy, doctor, or therapist; and

viii. Actual date of R&B GF Service, not the date the Service was paid for by the Provider.

(b) Provider must submit a monthly medical expenditure report to the CDDP within 14 calendar days of the end of each month R&B GF Services were provided. The Provider medical expenditure report for the last month in the biennium must be submitted to CDDP within 14 calendar days of the end of each biennium.

(c) CDDP shall submit for payment the Provider's monthly medical expenditure report on a form prescribed by ODHS no later than 45 calendar days from the end of the month in which R&B GF Services were provided. ODHS will review this report for accuracy and adherence to this Exhibit B Part 2. CDDP will be notified of any non-allowable expense and will be required to

recoup the funding from the Provider. CDDP will remit to ODHS the recouped funding within 45 calendar days of recoupment.

f. ODHS reserves the right to end R&B GF Services with proper notice to the Individual, Provider and CDDP.

g. All R&B GF funds are subject to Settlement to confirm and reconcile any discrepancies that may have occurred between actual ODHS disbursements of funding and the amount actually delivered and invoiced at the end of the Agreement period or biennium in which they are authorized, whichever comes first.

h. All invoices must be submitted to cau.invoice@odhsoha.oregon.gov.

9. Eligibility and Licensing.

a. Eligibility and Licensing encompasses the activities related to determination of eligibility of Individuals under OAR Chapter 411, Division 320 and assisting in the licensing of Adult Foster Homes under OAR Chapter 411, Division 360; and assistance in certifying Child Foster Homes under OAR Chapter 411, Division 346, unless otherwise exempt under Oregon law.

b. Standards and Procedures not identified in rule.

(1) Special Reporting Requirements

(a) Upon ODHS' written request, CDDP will provide data and information relative to the implementation of Eligibility and Licensing Services within the time specified by ODHS in its request to CDDP.

(b) CDDP must ensure applications, determinations and reason for decision is documented in eXPRS as outlined in OAR 411-320-0080.

(2) Billing and Payment Procedures

(a) ODHS will provide CDDP with funding for Eligibility and Licensing Services by entering a Service Element Prior Authorization (SEPA) and Provider Prior Authorization (PPA) based on the approved CDDP Workload Model or its funding level for FTE staff.

(b) ODHS will disburse funding for Eligibility and Licensing Services for a specified period of time equal to the monthly amount set forth in the accepted SEPA and approved in the PPA, as such amounts may be updated from time to time. Any recovery of funding will be done as outlined in Exhibit B Part 3 "Financial Terms and Conditions" of this Agreement.

(3) CDDP, as a Provider of Eligibility and Licensing Services that are funded by ODHS, must:

(a) Employ an identified individual as an Eligibility Specialist, as defined in OAR 411-320-0020 (15), and meet qualifications outlined in OAR 411-320-0030 (5)(d), to perform the duties outlined in OAR 411-320-0030 (9)(b) and OAR 411-415-0050; or have an agreement with another CDDP to perform eligibility determination for the CDDP receiving the Eligibility and Licensing funding. If there is an agreement with another CDDP to perform eligibility determinations, the agreement must include the provision of Eligibility and Licensing Services in that CDDP's Program Area.

(b) Employ an identified individual as a Licensor who meets qualifications indicated in OAR 411-320-0030 (5)(g) and performs the duties outlined in OAR 411-320-0030 (9)(e); or have an agreement with another CDDP to perform foster care licensing and certification for the CDDP receiving the Eligibility and Licensing funding. If there is an agreement with another CDDP to perform foster care licensing and certification, the agreement must include the provision of Eligibility and Licensing Services in that CDDP's Program Area.

(c) Employ sufficient staff as described in the WLM and under Exhibit D, Section 2. "Usage of Funds" to perform the eligibility determinations and licensing duties within required timelines set forth in OAR 411-415-0030, OAR 411-320-0080 and in accordance with Medicaid and if applicable, require the CDDP with whom it is subcontracting to comply with this requirement if performing these duties for another CDDP.

(d) Use ODHS approved systems, forms, and procedures for eligibility determination services.

(e) Inform ODHS' ODDS of the name(s) of the CDDP's designated Eligibility Specialist(s) and notify ODDS if the CDDP assigns a new Eligibility Specialist.

(f) Ensure that an Eligibility Specialist, or the Eligibility Specialist processor with the appropriate training and eXPRS user role, completes the appropriate eligibility paperwork and intake screens in eXPRS.

(g) Complete the eXPRS eligibility intake, determination and termination entries within ten business days of the intake, determination, redetermination, transfer and/or other termination.

(h) Complete the supplemental LOC assessment through the Oregon Needs Assessment, in compliance with OAR 411-415-0060.

(i) In order to ensure continuity of Eligibility and Licensing Services when an Eligibility Specialist and or Licensor is out on extended leave CDDP must identify staff that will provide ongoing

Eligibility and or Licensing Services. Coverage must include all areas of Eligibility and or Licensing including but not limited to generalized services, authorization of Services, monitoring and conducting assessments. When needed, CDDP will coordinate with ODDS to develop a plan for coverage. For Licensing Services CDDP will email DD.Licensing@odhsoha.oregon.gov for Eligibility CDDP will email DD-EligibilitySpecialists@odhsoha.oregon.gov.

(4) ODHS reserves the right to make final decisions regarding eligibility and licensing determinations.

10. Case Management Operations.

a. Case Management Operations encompass the activities related to the general administration and management of a CDDP. These activities include, but are not limited to, ensuring that all CDDP staff receive necessary training, that all services offered by the CDDP are understood by staff, as well as the rules that govern those services, and that all staff comply with OAR Chapter 411, Division 320 as it describes the requirements of CDDP staff.

b. Case Management Services are delivered to Individuals who are eligible for Intellectual and or Developmental Disabilities Services (I/DD Services) funded by ODHS in an identified Program Area.

c. General Performance Requirements.

(1) For each eligible Individual receiving Case Management Services, the CDDP shall create and submit a Client Prior Authorization (CPA) in eXPRS for Case Management Services within five business days of the CDDP's determination that the Individual is eligible for Case Management Services. Updates or changes to an Individual's eligibility or service period for Case Management Services must be reflected in the Individual's CPA within five business days of the CDDP's receipt of notification of change. The Case Management CPAs that are submitted successfully by the CDDP and are accepted through eXPRS will serve as the CDDP enrollment roster for Case Management Services

(2) Each CDDP shall have a minimum of one (1) staff that is the WorkDay Affiliation Manager and create sub-affiliations to support CDDP staff learners in accessing trainings, password resets, pulling training records and provide other technical support for WorkDay. The WorkDay Affiliation Manager will work with ODDS training team to create sub-affiliations.

(a) ODDS will create and distribute a welcome letter to new Affiliation Managers outlining their role to support learners.

(b) ODDS will provide virtual meetings to answer questions for Affiliation Managers and provide assistance with Extended Enterprise Learners (EEL) learners.

(3) Providers of Case Management Services funded by ODHS shall:

(a) Comply with the requirements of OAR Chapter 411 Division 320 "Community Developmental Disabilities Program" and Division 415 "Case Management Services for Individuals with Intellectual or Developmental Disabilities", as such rules may be revised from time to time.

(b) Complete annual plan entry into eXPRS for any Plan of Care Services under the guidelines identified in OAR 411-415-0070 "Service Planning for Developmental Disabilities Services." Failure to follow the guidelines identified may result in payment withholding for services rendered or other actions as deemed appropriate by ODHS.

(c) Develop, maintain, and effectively implement systems and procedures for the timely and accurate documentation of Case Management Services.

(d) Comply with all ODHS requirements designed to assure the timely and accurate enrollment, service authorization, and service payment for Individuals receiving Case Management Services.

(e) Ensure that all Claims billed are for activities that meet ODHS guidelines for Case Management Services.

(f) Ensure each Individual receiving Case Management Services is eligible for DD Services, with eligibility determined in accordance with OAR Chapter 411, Division 320, as such rules may be revised from time to time.

(g) Complete and submit Case Management Service eligibility or enrollment information via established methods, and update forms following instructions and using forms(s) or method(s) designated by ODHS. Failure to submit the Case Management Service eligibility or enrollment form may delay the approval of the service authorization for Case Management Services.

(h) In order to ensure continuity of Case Management Services to Individuals when a Services Coordinator is out on extended leave CDDP must identify another qualified staff that will provide ongoing Case Management Services to Individuals. Coverage must include all areas of Case Management including but not limited to generalized case management, authorization of Services, monitoring and conducting assessments.

(i) Ensure that all Oregon Administrative Rules, ODHS policies and procedures, and Transmittals are complied and that CDDP staff provide Case Management Services in compliance with this Exhibit B, Part 2.

d. Special Reporting Requirements.

(1) Upon the written request of ODHS, the CDDP shall supply data and information related to the implementation of Case Management Services within 14 business days of request, unless otherwise mutually agreed upon.

(2) CDDP shall respond to ODHS staff inquiries or written requests for additional information within five business days of a request pertaining to a complaint or administrative hearing to include, but not be limited to, eligibility or service complaints, exception requests, and hearings.

(3) Upon advanced notice, CDDP staff shall cooperate in any administrative hearing as a witness at any stage of the hearing or any other legal matters arising from their role including, but not limited to, eligibility or service complaints.

e. Funding for Case Management Services.

(1) Case Management funding is based upon the amount of qualified billable RFFS Claims submitted by the Provider of Case Management Services, up to the monthly amount authorized by the CDDP's Case Management service authorization.

(2) Case Management funding is paid to the CDDP after the Claims processing cycle on the 15th of the month based on Title XIX eligible Claims cleared since the first of the month. Title XIX eligible Claims made for the previous month(s) that have cleared but have not previously been paid, will also be processed for payment at this time up to the monthly authorized amount. General fund Claims submitted for the time period between the 1st of the month and the 15th of the month will be held until the next monthly Claims processing cycle described in this Exhibit B Part 2, 11.e.(3) below.

(3) Case Management funding is paid to CDDP after the Claims processing cycle on the last day of the month based on:

(a) If any funds remain or are available in the monthly authorized amount.

(b) Title XIX eligible Claims cleared since the 15th will be processed and paid first.

(c) Title XIX eligible Claims cleared but not yet paid for the previous month(s) will be processed and paid second up to the maximum monthly authorized amount.

(d) If any funds remain or are available for the month after payment of the Title XIX eligible Claims, general fund Claims that have cleared that month will be processed and paid third.

(e) General fund Claims cleared but not yet paid for the previous month(s) will be processed and paid fourth until the monthly authorized amount is exhausted.

(4) ODHS is not obligated to provide funding for any Case Management Services that are not properly documented in Individual case files, or are not properly reported through eXPRS within 12 months of the Case Management Service, and by the date 60 calendar days after the termination of the Agreement; termination of ODHS' obligation to provide funding for Case Management Services; or termination of CDDP's obligation to include the Program Area in which Case Management Services are provided.

(5) Provider of Case Management Services shall resolve all Provider Liability Accounts (PLA) as shown in eXPRS relating to Case Management Services, by ensuring the PLA ending balance is zero, within 60 calendar days after the earlier of expiration or termination of the Agreement with ODHS; termination of ODHS' obligation to provide funding for Case Management Services; or termination of CDDPs obligation to include the Program Area in which the Case Management Services are provided.

(6) Each Individual receiving Case Management Services must have an active, accepted CPA within eXPRS for the period Case Management Services are provided to the Individual in order for Provider to submit a qualifying Claim.

(7) For each unit of Case Management Services reported in eXPRS as delivered to an Individual, a qualifying billable Case Management Service must have been delivered to the Individual and sufficiently documented in progress notes within the Individual's file. ODHS will not provide funding for more than one billable Case Management Service or unit per Individual per day. CDDP will void or back out any submitted claims that are determined not to meet Case Management Services requirements.

11. Abuse Investigation Services.

a. Abuse Investigation Services for adults include responding to abuse allegations, conducting death reviews, accessing protective services in coordination with Case Management Entities, and assuring that the abuse allegations are appropriately investigated and reported. CDDP must operate a Community Developmental Disabilities Program, or have a service agreement with another CDDP, to perform abuse investigation activities. The abuse investigator specialist serves as the "designee" of ODHS under ORS 430.731, 430.735 to 430.765.

b. General Performance Requirements.

(1) When providing Abuse Investigation Services for ODHS, CDDP will:

(a) Comply with OAR Chapter 411, Division 320 "Community Developmental Disabilities Program", as such rules may be revised from time to time.

(b) Comply with ORS 430 and OAR Chapter 419, Division 100 "Adult Abuse Investigations in Developmental Disabilities Services" and 105 "Serious Event Assessments" provided by Office of Training, Investigations and Safety (OTIS), as such statutes and rules may be revised from time to time.

(c) Comply with ODHS policies and procedures and ODHS Transmittals requesting action or providing policy information.

(2) CDDP must employ individuals as abuse investigators to perform abuse investigation activities which include the provision of Abuse Investigation Services in a Program Area and who will be referred to as the "Abuse Investigator".

(3) CDDP shall employ, provide training, and require attendance to mandatory training for Abuse Investigators indicated in the Workload Model for Abuse Investigation Services within the funding allotted.

(4) Abuse Investigators must use a State approved information system, forms, and procedures for acting on mandatory abuse reports, assessing protective services, and conducting investigations for documentation of findings regarding abuse allegations.

(5) Abuse Investigators must complete the abuse investigation duties within the timelines outlined in rule. Any variance to the investigation rules in OAR Chapter 419, Division 100 and 105 must be reviewed and approved by OTIS.

(6) Abuse Investigators must participate in quarterly meetings held by OTIS.

(7) The State will provide best efforts of as much advance notice as possible and generally no less than four business days, Abuse Investigators and or CDDP must make every reasonable effort to participate in a contested case matter, including as a witness, at any stage of the hearing or any other legal matters arising from their role. CDDP will notify ODDS if an Abuse Investigator is unable to attend a hearing.

(8) Abuse Investigators must participate in the CDDP multidisciplinary team relative to ORS 430.739 "County multidisciplinary teams" and provide any requested data and information needed to comply with ORS 403.739 and OAR Chapter 419, Division 100.

(9) Per ORS 430.731(3) a person employed by a CDDP as a case manager may not serve as the lead investigator of an allegation of abuse of a person with a developmental disability.

(10) A CDDP may identify a back-up Abuse Investigator who is also a case manager or Services Coordinator. Back-up Abuse Investigators must complete the Investigator Core Competencies training as delivered by OTIS. A back-up Abuse Investigator may be used in a situation where the primary Abuse Investigator is absent or temporarily unavailable. If a case

manager is the back-up Abuse Investigator, the case manager cannot serve as the investigator for an allegation involving an adult they case manage.

(11) In circumstances where a CDDP may have a potential conflict of interest, OTIS must be consulted as prescribed in OAR Chapter 419, Division 100.

(a) The Abuse Investigator must consult with OTIS to confirm the conflict of interest and then coordinate the out of CDDP investigation with the assigned OTIS special investigator.

(b) OTIS, in consultation with the Abuse Investigator, will determine if there is an actual or potential conflict of interest that cannot be remedied through assignment to another abuse investigation provider.

(c) OTIS will provide a written response regarding the outcome of the formal request to the original investigator within 24 hours.

(12) OTIS reserves the right to make final decisions regarding determinations of abuse

c. Special Reporting Requirements.

Upon ODHS' written request, a CDDP will provide data and information relative to the implementation of Abuse Investigation Services within the time specified by ODHS in its request to CDDP.

d. Billing and Payment Procedures.

(1) ODHS will provide CDDP with funding for Abuse Investigation Services by entering a Service Element Prior Authorization (SEPA) and Provider Prior Authorization (PPA) based on the approved CDDP Workload Model or its funding level for FTE staff.

(2) ODHS will disburse funding for Abuse Investigation Services, for a specified period of time, in an amount equal to the monthly amount set forth in the accepted SEPA and approved in the PPA, as such amounts may be updated from time to time, subject to the following:

(a) If CDDP fails to deliver or comply with Abuse Investigation Services, the funding for Abuse Investigation Services will be reduced accordingly.

(b) If requested by ODHS, CDDP shall also accept an appropriate SEPA Adjustment to amend funding for Abuse Investigation Services as a result of a CDDP's failure to deliver the Abuse Investigation Services for a full month. If all funds have been dispersed CDDP must reimburse ODHS for the Overexpenditure.

12. Incident Management System(s) Procedures.

CDDP must record all serious incidents, resolution of serious incidents, follow-up taken related to serious incidents, complaints of abuse, death reviews, and abuse investigations in the State approved electronic incident management system(s). When documenting incident follow up in the electronic incident management system the CDDP may reference the documentation in an Individual's record, such as a progress note.

a. Abuse Data Measures.

#	Metric	Metric Explanation
(1)	Timeliness of First Contact	Abuse investigations meeting applicable response times according to OAR.
(2)	Investigation Cycle Time	Number of days from opening an investigation to the date the investigation is closed.
(3)	Screening Timelines	Allegations screened in compliance with OAR timelines.
(4)	Caseload Ratio	Number of investigations opened per abuse investigator.
(5)	Re-abuse Rates	Number of victims with multiple substantiations of abuse.
(6)	Core Competency Training	Number of new investigators who complete Core Competency Training within 6 months of hire.
(7)	Annual Training Hours	Number of abuse investigators who complete 20 hours of annual training.
(8)	Serious Incidents and Investigations	Number of investigations with related serious incidents.

b. Serious Incident Measures.

#	Metric	Metric Explanation
(1)	Timeliness of Serious Incidents Entered	Number of serious incidents entered that meet applicable entry timelines, compared to the number of serious incidents entered that did not meet entry timelines.
(2)	Timeliness of Serious Incidents Closed	Number of serious incidents closed that meet applicable closure timelines, compared to the number of serious incidents closed that did not meet closure timelines.

(3)	Serious Incident Recommended Actions	Number of serious incidents with recommended actions documented within the State approved system that shows resolution and/or mitigation of a serious incident.
(4)	Serious Incident Types	Number of serious incidents reported
(5)	Reoccurring Serious Incidents for Individuals	Number of Individuals who experienced more than one (1) serious incident in a specific serious incident category within a quarter. CDDP must demonstrate mitigation efforts and/or strategies where a pattern of reoccurring serious incidents is developing.

c. ODDS will provide technical assistance to the CDDP, offer quarterly calls, and work to create templated reports for the CDDP to access within the State approved incident management system. CDDP will follow ODDS instructions to make a request from CAM Operations and Maintenance (O&M) to create additional reports needed to meet reporting requirements.

d. CDDP is required to meet internally on a quarterly schedule to review their local data, develop actionable plans and respond to concerning or ongoing patterns of abuse investigations and incidents among Individuals and or Providers, also referred to as trend reports in this Agreement.

e. At a minimum, CDDP will submit quarterly CDDP's trend reports for abuse investigations and incident management using the data obtained from the State approved incident management system(s) on an approved ODDS form to IMT.Submissions@odhsohs.oregon.gov and OTIS.

f. CDDP will meet with ODDS and OTIS when requested to review abuse investigations and incident data and reports submitted for review. Meeting will include, but is not limited to, discussing local data, developing actionable plans and responding to concerning and or ongoing patterns of incidents among Individuals and or Providers.

g. The CDDP will maintain quarterly data reports and the trend reports described below in their records.

h. ODDS will outline the reporting timelines for the CDDP.

i. Quarterly Trend Reports.

(1) ODDS will provide CDDP a form for CDDP to complete an analysis of their local quarterly data for the quarter being reported on. The CDDP will complete the form in its entirety. Reports are due:

(a) Quarter 1: Due May 1st for the reporting period January 1st to March 31st

(b) Quarter 2: Due on August 1st for the reporting period April 1st to June 30th

(c) Quarter 3: Due on November 1st for the reporting period July 1st to September 30th

(d) Quarter 4: Due on February 1st for the reporting period October 1st to December 31st

(2) The CDDP will identify actionable efforts taken in response to the quarterly data report indicating non-compliance and document mitigation and remediation strategies withing the trend report. Mitigation and remediation strategies will include:

(a) An analysis/statement of the root causes and or reasons for not meeting compliance requirements.

(b) A description of how the CDDP is identifying and addressing areas of non-compliance and proposed solutions from the CDDP.

(c) A timeframe for implementing the solutions.

EXHIBIT B

Part 3
Financial Terms and Conditions

1. Disbursement of Payments.

a. Disbursement Generally. Subject to the conditions precedent to disbursement set forth below, ODHS shall disburse the payments described in the SEPA to County or Subcontractors in accordance with the procedures set forth in this Section 1 "Disbursement of Payments" and, as applicable, in Exhibit B, Part 2 "Service Element Standards and Procedures". Disbursement procedures may vary by DD Service.

If County subcontracts any or all Service(s) covered under this Agreement, County must forward all funds related to the Services subcontracted to Subcontractor within ten business days of receipt from ODDS. If the entire CDDP program is subcontracted County cannot retain any of the funding.

b. Disbursements Remain Subject to Recovery. All disbursements of funds to CDDP and or Subcontractors under this Agreement remain subject to recovery from CDDP, in accordance with Section 7 "Recovery of Funding for Misexpenditure" below, as a Misexpenditure.

c. Conditions Precedent to Disbursement. ODHS' obligation to disburse payments to CDDP and or Subcontractors under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

(1) No CDDP default as described in Exhibit E "Standard Terms and Conditions" has occurred.

(2) CDDP's representations and warranties set forth in Section 4 "Representations and Warranties" of Exhibit E "Standard Terms and Conditions" are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

2. Use of Funding.

a. CDDP shall use all funds disbursed to CDDP under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to deliver DD Services during the term of this Agreement. Depositing these contracted funds into a single pool, making one dollar indistinguishable from another, is prohibited and subject to Audit. However, CDDP may deposit funds from different sources, including the funds from ODHS, into a single account if the different funding streams are accounted for and trackable, sometimes referred to as "braiding".

b. CDDP indirect costs defined in 2 CFR 200.1 cannot exceed rate assumed in Workload Model. Costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both.

3. Effect of Amendments Reducing Funding.

a. If CDDP and ODHS amend the SEPA to reduce the amount of funding awarded for a particular DD Service, CDDP is not required by this Agreement to utilize other CDDP funds to replace the funds no longer received under this Agreement as a result of the amendment and CDDP may, from and after the date of the SEPA amendment, reduce the quantity of that DD Service included in its CDDP commensurate with the amount of the reduction in funds awarded for that DD Service.

b. If a CDDP receives Local Match funding to recoup the reduced funding, DD Services may not be reduced. Nothing in the preceding sentence shall affect CDDP's obligations under this Agreement with respect to payments disbursed by ODHS under this Agreement or with respect to DD Services delivered.

4. Audit Requirements.

a. A CDDP operated by a Subcontractor, is required to submit to ODHS an Audit within 120 calendar days of the end of the previous fiscal or biennial period. Audits must:

(1) Cover the entire previous fiscal or biennial period and include all federal and state funds provided to CDDP as part of this Agreement.

(2) Must be submitted directly to ODDS.contracts@odhsoha.oregon.gov by the auditing agency or a Certified Public Accountant (CPA).

b. Failure to submit a proper Audit within 120 calendar days of the end of the previous fiscal or biennial period may result with ODHS withholding further funding to CDDP until Audit is submitted to ODHS. ODHS may allow for one 60-calendar day extension to this if the CDDP can document due diligence in attempting to meet the requirements of this subsection prior to the end of the 120-calendar day period.

5. Carryover.

Any amount of Carryover funds is to be used by County in support of DD Services provided to Individuals and may not be co-mingled with other County programs or departments.

a. If County is requesting local match, County must submit a report of Carryover funds retained from a previous biennium to the cau.invoice@odhsoha.oregon.gov email using the form provided by ODHS. The report must include the following:

(1) Amount of awarded funds or other compensation paid directly to the County under this Agreement.

(2) A written description of how the Carryover funds will be used by County to increase DD Services or cover costs of DD Services under the same Service Element for which the funds were awarded to County in the previous biennium.

6. Process for Settlement.

CDDP shall cooperate with ODHS during the biennial, or any interim, Settlement process for those DD Services where funds are paid directly to CDDP or as defined in Exhibit B Part 2 "Service Element Standards and Procedures" of this Agreement.

a. ODHS will analyze the ODHS paid versus CDDP expended funds, for each DD Service funded under this Agreement directly to CDDP, for the timeframe of the Settlement process. Upon completion of the ODHS analysis, ODHS will notify CDDP via an e-mail addressed to the CDDP Administrator of the results of its Settlement process ("Settlement Notification"). The Settlement Notification will include the following:

(1) Settlement Cover Letter, and

(2) Initial Settlement Report.

b. CDDP shall have 90 calendar days from the date of the Settlement Notification to respond with corrections, additional information, or acceptance of the Settlement amount as presented by ODHS.

c. CDDP shall submit any additional information or corrections on the spreadsheet provided in the Initial Settlement Report per the instructions in the Settlement packet, as well as any documentation needed to support a disputed amount (the "Response File").

d. ODHS shall review and respond to CDDP's Response File within 120 calendar days of receipt of the Response File. ODHS shall clearly identify in a revised Settlement Notification, emailed to the CDDP Administrator, which items ODHS has accepted or denied.

e. Any additional backup documentation provided by CDDP is subject to 42 CFR §447.45 Medicaid Claims which allows Medicaid match for new Claims if paid within 12 months from date of Service and seven quarters plus current quarter for corrections to existing Claims.

f. If ODHS and CDDP continue to disagree as to the Settlement amount, the parties may agree to further appropriate dispute resolution processes, subject to Exhibit E Section 21 "Resolution of Disputes" of this Agreement.

g. The final Settlement Notification sent by ODHS to CDDP shall indicate the amount and the expected date of payment to ODHS by way of a check from CDDP or recovery through future payments in the manner described in this Exhibit B Part 3. If funds are to be paid to CDDP, the final Settlement Notification shall indicate the amount and the expected date of payment by check from ODHS. Any disputes to the final Settlement Notification shall be resolved through the appeals processes as outlined in this Exhibit B Part 3.

7. Recovery of Funding for Misexpenditure.

a. If ODHS identifies a Misexpenditure of moneys disbursed to CDDP under this Agreement, ODHS shall provide CDDP by e-mail with written notice thereof and ODHS and CDDP shall engage in the process described in subsection 7.b. below.

b. From the date of the notice of Misexpenditure, CDDP shall have the lesser of (1) 60 calendar days, or (2) if a Misexpenditure relates to a federal government request for reimbursement, 30 calendar days fewer than the number of days (if any) that ODHS has to appeal a final written decision from the federal government, to either:

(1) Make a payment to ODHS of the full amount of the noticed Misexpenditure identified by ODHS; or

(2) Notify ODHS that CDDP wants to repay the amount of the noticed Misexpenditure from future payments pursuant to subsection 7.d. below; or

(3) Notify ODHS that it wants to engage in the applicable appeal process set forth in subsection 7.c. below.

c. Appeal Process for Misexpenditure.

If CDDP notifies ODHS that it wants to engage in an appeal process with respect to a noticed Misexpenditure, the parties shall comply with the following procedures, as applicable.

(1) Appeal from ODHS-Identified Misexpenditure.

If ODHS' notice of Misexpenditure is based on a Misexpenditure solely of the type described in Exhibit A "Definitions" 44 "Misexpenditure" b. or 43 "Misexpenditure" c., CDDP and ODHS shall engage in the process described in this subsection to resolve a dispute regarding the noticed Misexpenditure.

(a) CDDP and ODHS shall engage in non-binding discussions to give CDDP an opportunity to present reasons why it claims that there is no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by ODHS; and to give ODHS the opportunity to reconsider its notice of recovery.

(b) CDDP and ODHS may negotiate an appropriate apportionment of responsibility for the recovery of a Misexpenditure. At CDDP's request, ODHS will meet and negotiate with the CDDP in good faith concerning appropriate apportionment of responsibility for recovery of a Misexpenditure. In determining an appropriate apportionment of responsibility, CDDP and ODHS may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure.

(c) If ODHS and CDDP reach agreement on an amount owed to ODHS, CDDP shall, promptly repay that amount to ODHS by issuing payment to ODHS or direct ODHS to withhold future payments pursuant to subsection 7.d. below.

(d) If ODHS and CDDP continue to disagree as to whether there has been a Misexpenditure or as to the amount owed, the parties may agree to further appropriate dispute resolution processes, including, subject to Department of Justice and CDDP Counsel approval, binding arbitration.

(2) Appeal from Federal-Identified Misexpenditure.

(a) If ODHS' notice of Misexpenditure is based on a Misexpenditure of the type described in Exhibit A "Definitions" Section 44. "Misexpenditures" a. and the relevant federal agency provides a process either by statute or administrative rule to appeal the determination of improper use of Federal Funds, the notice of disallowance or other federal identification of improper use of funds, and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid Fraud or abuse, then CDDP may, prior to 30 calendar days prior to the applicable federal appeals deadline, request that ODHS appeal the determination of improper use, notice of disallowance, or other federal identification of improper use of funds, in accordance with the process established or adopted by the federal agency.

(b) If CDDP so requests that ODHS appeal the determination of improper use of Federal Funds, federal notice of disallowance, or other federal identification of improper use of funds, the amount in controversy shall, at the option of CDDP, be retained by CDDP or returned to ODHS pending the final federal decision resulting from the initial appeal.

(c) If CDDP does request, prior to the deadline set forth in (2) (a) above, that ODHS appeal, ODHS shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the Department of Health and Human Services (the "Grant Appeals Board") pursuant to the process for appeal set forth in 45 C.F.R. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the federal agency. CDDP and ODHS shall cooperate with each other in pursuing the appeal.

(d) If the Grant Appeals Board or its equivalent denies the appeal, then either CDDP, ODHS, or both may, in their discretion, pursue further appeals. Regardless of any further appeals, within 90 calendar days of the date the federal decision resulting from the

initial appeal is final, CDDP shall repay to ODHS the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to ODHS or by directing ODHS to withhold future payments pursuant to subsection 7.d. below. To the extent that CDDP retained any of the amounts in controversy while the appeal was pending, CDDP shall pay to ODHS the interest, if any, charged by the federal government on such amount.

(e) If the relevant federal agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of Federal Funds, the notice of disallowance or other federal identification of improper use of funds or CDDP does not request that ODHS pursue an appeal 30 calendar days prior to the applicable federal appeals deadline, and if ODHS does not appeal, then within 90 calendar days of the date the federal determination of improper use of Federal Funds, the federal notice of disallowance, or other federal identification of improper use of funds is final, CDDP shall repay to ODHS the amount of the noticed Misexpenditure by issuing a payment to ODHS or by directing ODHS to withhold future payments pursuant to subsection 7.d. below.

(f) If CDDP does not request that ODHS pursue an appeal of the determination of improper use of Federal Funds, the notice of disallowance, or other federal identification of improper use of funds, prior to 30 calendar days prior to the applicable federal appeals deadline, but ODHS nevertheless appeals, CDDP shall repay to ODHS the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal), within 90 calendar days of the date the federal decision resulting from the appeal is final, by issuing payment to ODHS or by directing ODHS to withhold future payments pursuant to subsection 7.d. below.

(g) If the Misexpenditure was expressly authorized by an ODHS rule or an ODHS writing that applied when the expenditure was made, but was prohibited by federal statutes or regulations that applied when the expenditure was made, CDDP will not be responsible for repaying the amount of the Misexpenditure to ODHS, provided that:

i. Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, CDDP and ODHS will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.

ii. For purposes of this section, an ODHS writing must interpret this Agreement or an ODHS rule, and be signed

by at minimum one of the following ODHS officers concerning DD Services:

I. Director of the Office of Developmental Disabilities Services; and/or

II. Deputy Director of Business Operations for the Office of Developmental Disabilities Services;

ODHS shall designate alternate officers in the event the offices designated in the previous sentence are abolished. Upon CDDP request, ODHS shall notify CDDP of the names of individual officers with the above titles. ODHS shall send ODHS writings described in this paragraph to CDDP by mail and e-mail and to CDDP's directors by e-mail.

iii. The ODHS writing must be in response to a request from the CDDP for expenditure authorization, or a statement intended to provide official guidance to the CDDP or counties generally, for making expenditures under this Agreement. The ODHS writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the writing.

iv. If the ODHS writing is in response to a request from CDDP for expenditure authorization, the request must be in writing and signed by the director of a CDDP department with authority to make such a request or by CDDP Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.

v. An ODHS writing expires on the date stated in the writing, or if no expiration date is stated, upon expiration of this Agreement. An expired ODHS writing continues to apply to CDDP expenditures that were made in compliance with the writing and during the term of the writing.

vi. ODHS may revoke or revise an ODHS writing at any time if it determines in its sole discretion that the writing allowed expenditure in violation of this Agreement or law or any other applicable authority. However, ODHS is not responsible for a Misexpenditure that was based on an ODHS writing that was effective at the time of the Misexpenditure.

vii. The ODHS rule or the ODHS writing does not authorize an expenditure that this Agreement prohibits.

d. Recovery of Misexpenditure from Future Payments.

(1) To the extent that ODHS is entitled to recover a Misexpenditure pursuant to subsection 7.b. above, ODHS may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to CDDP by ODHS, including, but not limited to, any amount owed to CDDP by ODHS under this Agreement, or any amount owed to CDDP by ODHS under any other contract or agreement between CDDP and ODHS, present or future.

(2) ODHS shall provide the CDDP with written notice of its intent to recover the amount of the Misexpenditure as set forth in this section from amounts owed CDDP by ODHS, and ODHS shall identify the amounts owed by ODHS to CDDP which ODHS intends to offset to recover the Misexpenditure amount, including the contracts or agreements, if any, under which the amounts owed arose and those other contracts or agreements from which ODHS wishes to deduct payments.

(3) CDDP shall then have 14 calendar days from the date of ODHS' notice in which to request the deduction be made from other amounts owed to CDDP by ODHS and identified by CDDP. ODHS shall comply with CDDP's request for alternate offset.

(4) In the event that ODHS and the CDDP are unable to agree on which specific amounts, owed to CDDP by ODHS, ODHS may offset in order to recover the amount of the Misexpenditure, then ODHS may select the particular contracts or agreements between ODHS and CDDP and amounts from which it will recover the amount of the Misexpenditure, after providing notice to CDDP, and within the following limitations:

(a) ODHS shall first look to amounts owed to CDDP (but unpaid) under this Agreement.

(b) If that amount is insufficient, then ODHS may look to any other amounts currently owing or owed in the future to CDDP by ODHS.

(c) In no case, without the prior consent of CDDP, shall ODHS deduct from any one payment due CDDP under the contract or agreement from which ODHS is offsetting funds an amount in excess of twenty-five percent (25%) of that payment.

(d) ODHS may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

8. Additional Settlement and Misexpenditure Provisions.

a. CDDP shall cooperate with ODHS in the Settlement process throughout the Agreement term and with the Agreement Settlement process upon termination or expiration of the Agreement.

b. ODHS' right to recover through Settlement and the Misexpenditure process from CDDP under this Agreement is not subject to or conditioned on CDDP's recovery of any money from any other entity.

c. If the exercise of ODHS' right to offset under this provision requires CDDP to complete a re-budgeting process, nothing in this provision shall be construed to prevent CDDP from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.

d. Nothing in this provision shall be construed as a requirement or agreement by CDDP to negotiate and execute any future Agreement with ODHS.

e. Nothing in this Section 8 shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

9. Resolution of Disputes over Additional Funds Owed CDDP After Termination or Expiration.

If, after termination or expiration of this Agreement, CDDP believes that ODHS disbursements of funds under this Agreement for a particular DD Service are less than the amount of funds that ODHS is obligated to provide to CDDP under this Agreement for that DD Service, as determined by the Agreement Settlement, and in accordance with the applicable funding calculation methodology, CDDP shall provide ODHS with written notice thereof. ODHS shall have 90 calendar days from the effective date of CDDP's notice to pay CDDP in full or notify CDDP that it wishes to engage in a dispute resolution process.

If ODHS notifies CDDP that it wishes to engage in a dispute resolution process, CDDP and ODHS' Agreement Administrator shall engage in non-binding discussion to give ODHS an opportunity to present reasons why it believes that it does not owe CDDP any additional funds or that the amount owed is different than the amount identified by CDDP in its notices, and to give CDDP the opportunity to reconsider its notice.

If ODHS and CDDP reach agreement on the additional amount owed to CDDP, ODHS shall promptly pay that amount to CDDP. If ODHS and CDDP continue to disagree as to the amount owed, the parties may agree to further appropriate dispute resolution processes, including, subject to Department of Justice and CDDP Counsel approval, binding arbitration. Nothing in this Section 9 shall preclude CDDP from raising underpayment concerns at any time prior to termination or expiration of this Agreement.

EXHIBIT C

Special Terms and Conditions

1. CDDP Authorization of Client Services.

a. CDDP shall submit a service authorization for the DD Services that the CDDP is responsible to authorize that are identified in Exhibit B, Part 2, Section 1 "Provision of Services" of this Agreement.

b. CDDP shall upload all applicable documentation supporting the service authorization and rates within eXPRS. Supporting documentation does not include the ISP.

c. CDDP shall follow current Service Element Standards and Procedures as identified in Exhibit B, Part 2 of this Agreement in establishing a service authorization.

d. CDDP shall end all applicable service authorizations within 10 business days of the date the Individual exits a DD Service or Services.

e. CDDP shall not authorize a Provider to begin or continue delivery of Services if the Provider's enrollment in eXPRS and any required credentials for the Service are incomplete or have lapsed.

2. ODHS Approval of CDDP Authorized Services.

a. ODHS may randomly review CDDP authorizations and associated documentation for DD Services. If ODHS has questions or finds errors in CDDP submitted documentation, ODHS shall work with CDDP and any other lawful parties to remedy the outstanding issues.

b. ODHS reserves the option, in its sole discretion, to require CDDP to terminate a plan or any element of a plan entered into POC upon determining that the DD Services were authorized outside of the requirements for the Service; or the plan procedure code was affected by statute, rules, or ODHS policies or procedures; or the Services were not authorized under this Agreement.

3. Appointment of CDDP Administrator.

The CDDP employee, identified by the County via e-mail to ODHS as the "CDDP Administrator," is authorized to:

a. Amend the Service Element Prior Authorization (SEPA), on behalf of CDDP, and amend this Agreement by execution and delivery of amendments in the name of CDDP in hard copy, electronically, or, with respect to the SEPA only, through electronic acceptance of SEPA Adjustments in eXPRS.

b. Enable, on behalf of CDDP, the disbursement of funds under this Agreement that is described in the SEPA, through submission and modification of service authorizations, either electronically through eXPRS or by submission of hard copy documents to ODHS; and to authorize Providers, to submit Disbursement Claims on behalf of CDDP, either electronically through eXPRS or by submission of hard copy documents to ODHS.

c. Authorize others, including but not limited to CDDPs subcontracting with a CDDP, to take one or more of the foregoing actions on behalf of CDDP except for authorizing amendments to this Agreement and SEPAs.

EXHIBIT D

General Terms and Conditions

1. **Operation of CDDP**. CDDP shall operate or subcontract for the operation of a CDDP during the term of this Agreement. If CDDP wishes to subcontract the operation of a CDDP, the Subcontract must comply with the terms of this Agreement, including but not limited to, Exhibit E, Section 22 "Subcontracts," Exhibit G Part 1 and Section 4 below. If CDDP subcontracts the entire CDDP duties, CDDP will be obligated to pass all funds received for the CDDP to the Subcontractor.

2. **Usage of Funds.** CDDP must hire as many FTEs as possible per the funding allocated within the Workload Model. CDDP shall employ and provide training for all employees and meet the requirements documented in this Agreement, Oregon Revised Statutes, and Oregon Administrative Rules. CDDP shall operate their CDDP within the applicable federal and state rules, regulations, and the terms of this Agreement. All funds received by the CDDP must be used exclusively for the purposes of conducting DD Services.

3. **Reporting Requirements.** County shall make the Disclosures required by Exhibit F "Federal Terms and Conditions" Section 12 using Attachment #2 "Disclosures Report." The Disclosures Report shall be submitted to ODHS with County's signed copy of the Agreement. Failure by County to provide this information will prevent Agreement execution by ODHS and distribution of the signed Agreement. County must report any changes to the Disclosures Report to ODDS.contracts@odhsoha.oregon.gov.

4. **Subcontracts.**

   a. If County chooses to subcontract any or all CDDP Services under this Agreement County must submit a Notice of Intent to Subcontract to ODDS.contracts@odhsoha.oregon.gov for review prior to subcontracting. The notice must include, but is not limited to, the name of proposed Subcontractor, qualifications, and services to be subcontracted.

   b. County shall not permit any person or entity to be a Subcontractor unless the person or entity holds all certificates, authorizations and other approvals as identified in the applicable Service Element Standards and Procedures and OARs.

   c. If County subcontracts a CDDP Service, or portion thereof, from a Subcontractor, the Subcontract with County must be in writing and contain each of the provisions set forth in Exhibit G Part 1, "Required Subcontractor Provisions" in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Subcontract with County under the terms of this Agreement, or that are necessary to implement DD Service delivery in accordance with the applicable Service Element Standards and Procedures and any special conditions.

   d. County shall maintain an originally executed copy of each Subcontract at its office and shall furnish a copy of any Subcontract to ODHS within 90 days of the execution of this Agreement, 90 days of any Amendment to this Agreement, or upon request. Subcontracts must be submitted to ODDS.contracts@odhsoha.oregon.gov.

e. In accordance with ORS § 430.670 (3), any private corporation that contracts with a County or the Oregon Department of Human Services to operate a developmental disabilities program shall provide an opportunity for competition among private care providers when awarding Subcontracts for provision of services described in ORS 430.630 (1) to (3) and 430.664.

5. ODHS Reports. To the extent resources are available to ODHS to prepare and deliver the information, ODHS shall, during the term of this Agreement, provide County with summary reports from Data and other individual data reported to ODHS under this Agreement.

6. Technical Assistance. During the term of this Agreement, ODHS shall provide technical assistance to County in the delivery of DD Services to the extent that funding is allocated to ODHS for this purpose. If the provision of technical assistance to County concerns a Provider or Subcontractor, ODHS may require, as a condition to providing the assistance, that County take all reasonably necessary action with the Provider or Subcontractor to facilitate the technical assistance.

7. Amendments Proposed by ODHS. Subject to Exhibit E Section 28 "Amendments; Waiver; Consent", County shall review all pending Agreement amendments prepared and presented to County by ODHS by e-mail and act within 60 calendar days of County's receipt of pending amendment. If County chooses to accept an amendment, County shall follow ODHS' procedures for signing and returning the amendment to ODHS. If County chooses to reject an amendment, County must submit an e-mail detailing the reason for the rejection to County's assigned ODHS Agreement Administrator.

8. eXPRS Administration.

a. Designation of Direct Contract Chief Security Officer.

(1) The Case Management Entity Administrator may request in writing to designate to ODHS any individual(s) authorized to perform the duties of the security role, in compliance with Exhibit H, Part 1 "Privacy and Security Agreement", currently titled Direct Contract Chief Security Officer (DCCSO) or as such role may be renamed by ODHS.

(2) Upon approval of the request, ODHS will send the DCCSO a UserID for accessing eXPRS. If County wishes to designate a substitute DCCSO, the CME Administrator may do so by subsequent written notice to ODHS.

(3) The individual designated as the DCCSO is responsible to ensure that County is in compliance with the Privacy and Security Agreement requirements described in Exhibit H, Part 1 of this Agreement.

(4) If the CME Administrator does not designate another County employee as the DCCSO, the CME Administrator will be designated as the DCCSO and will act as the DCCSO on behalf of County.

b. Responsibilities of Direct Contract Chief Security Officer

(1) The DCCSO shall assign, maintain, and revoke all eXPRS user account securities for County staff.

(a) The DCCSO may only assign, maintain, or revoke user account securities upon receipt of the ODHS eXPRS User Enrollment Form signed by the ODHS manager.

(b) ODHS eXPRS User Enrollment Form must be maintained by the CDDP in compliance with Exhibit E "Standard Terms and Conditions" Section 17 "Records Maintenance, Access."

(2) The DCCSO shall ensure County staff are in compliance with all eXPRS policies and procedures.

c. Revocation of UserIDs and SEPA Pass Phrase by ODHS or CDDP.

(1) ODHS may revoke a UserID or SEPA Pass Phrase if ODHS determines that revocation is reasonably necessary for technical or security reasons.

(2) A UserID or SEPA Pass Phrase may be revoked if ODHS or the County determines:

(a) The UserID or SEPA Pass Phrase was not properly issued or created or was obtained by fraud.

(b) The UserID or SEPA Pass Phrase has or may have been lost, disclosed, compromised, or subjected to unauthorized use.

(c) The County has revoked or modified the authorizations of the CME Administrator.

(d) County is in default under this Agreement.

(3) If ODHS revokes a UserID or SEPA Pass Phrase under this Section 7, ODHS will notify County promptly thereafter.

(4) ODHS may, without notice to the County, revoke all User IDs and SEPA Pass Phrases upon termination or expiration of this Agreement.

9. Language Access, Alternative Formats and Translation of Written Materials, Interpreter Services.

a. CDDP will meet all applicable ODHS policies, procedures, transmittals and worker guides regarding Auxiliary Aids, Alternate Formats and Language Access Services (AAAFLAS).

b. In connection with the delivery of Service Element services, CDDP shall provide to Client, without charge, upon the Client's reasonable request:

(1) All Written Materials related to the Services provided to the Individual in alternate formats.

(2) All Written Materials related to the Services provided to the Individual in the Individual's preferred format and or language.

(3) Oral interpretation services related to the Services provided to the Individual in the Individual's preferred format and or language.

(4) Sign language interpretation services and telephone communications access services related to the Services provided to the Individual.

c. For purposes of the foregoing, "Written Materials" means materials created by CDDP, in connection with all Services being provided to the Individual. The CDDP may develop its own forms and materials and with such forms and materials, the CDDP shall be responsible for making them available to an Individual, without charge to the Individual, in the prevalent non-English language(s), including braille, within the CDDP's Program Area.

d. ODHS shall be responsible for making its forms and materials available, without charge to the Individual or CDDP, in the prevalent non-English language(s), including braille, within the CDDP's Program Area. ODHS will provide translation of written materials and oral interpretation, including American Sign Language (ASL) for specific Services outlined in expenditure guidelines.

e. Nothing in this Agreement shall cause or require CDDP or ODHS to act in violation of state or federal constitutions, statutes, regulations, or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement.

f. If CDDP staff provides oral interpretation and or translation to Individuals, CDDP will have policies and procedures that address identifying language proficiency of CDDP staff.

g. ODDS reserves the right to review CDDP's Written Materials.

10. Drug-Free Workplace.

a. CDDP certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in CDDP's workplace or while providing services to ODHS Clients. CDDP's notice shall specify the actions that will be taken by CDDP against its employees for violation of such prohibitions.

b. Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, CDDP's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

c. Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in subsection a. above.

d. Notify each employee in the statement required by subsection a. above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five calendar days after such conviction.

e. Notify ODHS within ten calendar days after receiving notice under subsection d. above from an employee or otherwise receiving actual notice of such conviction.

f. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988.

g. Make a good-faith effort to continue a drug-free workplace through implementation of subsections a. through f. above.

h. Require any subcontractor to comply with subsections a. through g. above.

i. Neither CDDP, or any of CDDP's employees, officers, agents, or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means the observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe CDDP or CDDP's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs CDDP or CDDP's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to ODHS Clients or others. Examples of abnormal behavior include, but are not limited to hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to slurred speech, difficulty walking or performing job activities.

j. Violation of any provision of this subsection may result in termination of this Agreement.

11. Confidentiality of Information.

a. Client Information.

(1) All information as to personal facts and circumstances obtained by the CDDP on the client ("Client Information") shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other forms which does not identify particular individuals.

(2) The use or disclosure of Client Information shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.

(3) If CDDP, or any of its officers, directors, employees, agents, or subcontractors receives or has access to confidential Social Security Administration (SSA), or Federal Tax Information (FTI), or Criminal Justice Information Services (CJIS) records, in the performance of Work under this Agreement, CDDP shall comply, and ensure that all of CDDP's officers, directors, employees, agents, and subcontractors comply, with the following provisions:

(a) With respect to SSA records:

i. Provide a current list of employees and employees of any agent or subcontractor with access to SSA records;

ii. Adhere to the same security requirements as employees of ODHS;

iii. Abide by all relevant Federal laws, restrictions on access, use, disclosure, and the security requirements contained within ODHS' agreement with SSA;

iv. Provide its employees and agents the same security awareness training as ODHS employees; and

v. Include the provisions of this Section 1.a.(3)(a) in any subcontract.

(b) With respect to Federal Tax Information (FTI), as defined in IRS Publication 1075:

i. CDDP and its officers, directors and employees with access to, or who use FTI provided by ODHS must meet the background check requirements defined in IRS Publication 1075;

ii. Any FTI made available to CDDP shall be used only for the purpose of carrying out the provisions of this Agreement. CDDP shall treat all information contained in FTI as confidential and that information shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone other than an officer or employee of the CDDP is prohibited;

iii. CDDP shall account for all FTI upon receipt and shall properly store all FTI before, during, and after processing. In addition, all FTI related output and products will be given the same level of protection as required for the source material;

iv. No work involving FTI furnished under this Agreement will be subcontracted without prior written approval of the IRS;

v. Maintain a list of employees who are authorized access to FTI. Such list will be provided to ODHS and, upon request, to the IRS reviewing office; and

vi. Include the provisions of this Section 10.a.(3)(b) in any subcontract.

(c) With respect to Criminal Justice Information Services (CJIS) information, CDDP shall:

i. Meet the same training and certification criteria required by governmental agencies performing a similar function, and shall be subject to the same extent of audit review as are local user agencies;

ii. Acknowledge, via signing of the attached CJIS Outsourcing Agreement, and abide by all aspects of the CJIS Outsourcing Standard approved by the Director of the FBI, acting for the U.S. Attorney General, as referenced in Title 28 CFR 20.33 (a)(7). Modifications to the CJIS Outsourcing Standard shall be enacted only by the FBI; and

iii. Include the provisions of this Section 10.a.(3)(c) in any subcontract.

(d) Failure to abide by any of the requirements in this subsection could result in criminal or civil penalties and result in termination of this Agreement.

(e) CDDP may be subjected to periodic and ongoing security reviews to ensure compliance with the requirements of Section 10.a.(3).

(4) Except as prohibited by Section 10.a.(3) above, ODHS, County and any subcontractor will share information as necessary to effectively serve ODHS Clients continuously, especially during Case Management service transfers at time of entering and exiting services.

b. Non-Client Information.

(1) Each Party acknowledges that it and any of its officers, directors, employees and agents may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire information that is confidential to the other Party. To the extent permitted by law, any and all information of any form provided to a Party or its officers, directors, employees and agents in the performance of the Agreement that reasonably could at the time of its disclosure be understood to be confidential shall be deemed to be confidential information of the originating Party ("Confidential Non-Client Information").

(2) Confidential Non-Client Information shall be deemed not to include information that:

(a) Is or becomes (other than by disclosure by the Party acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure;

(b) Is furnished by the originating Party to others without restrictions similar to those imposed on the receiving Party under this Agreement;

(c) Is rightfully in the receiving Party's possession without the obligation of nondisclosure prior to the time of its disclosure by the originating Party under this Agreement;

(d) Is obtained from a source other than the originating Party without the obligation of confidentiality;

(e) Is disclosed with the written consent of the originating Party; or

(f) Is independently developed by the receiving Party's officers, directors, employees and agents who can be shown to have had no access to the Confidential Non-Client Information.

(3) Nondisclosure. The receiving Party shall hold all Confidential Non-Client Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information; and shall not sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Non-Client Information to third parties; shall not use Confidential Non-Client Information for any purposes whatsoever other than as contemplated by this Agreement or reasonably related thereto; and shall advise any of its officers, directors, employees and agents that receive or have access to the Confidential Non-Client Information of their obligations to keep Confidential Non-Client Information confidential. These confidentiality obligations do not restrict disclosure of information otherwise qualifying as Confidential Non-Client Information if the receiving Party can show that either of the following conditions exists: (i) the information was disclosed in response to a subpoena or court order duly issued in a judicial or legislative process, in which case the receiving Party shall notify the originating Party of the subpoena five days prior to the disclosure, unless such notice could not reasonably be given; or (ii) the disclosure was required to respond to a request for the information made under the Oregon Public Records Law, ORS 192.311 to 192.478. The receiving Party shall notify the originating Party of a public records request five days prior to the disclosure.

c. Upon request and pursuant to the instructions of ODHS, CDDP shall return or destroy all copies of Confidential Information, and CDDP shall certify in writing the return or destruction of all Confidential Information.

d. "Client" means any individual, family or provider:

(1) For whom ODHS must provide Services and incidental or specialized Goods, in any combination thereof ("Services and Incidental Supplies"), according to state, federal law, rule, and policy. Those Services and Incidental Supplies include but are not limited to treatment, care, protection, and support without regard to the proximity of the services being provided;

(2) Who in fact receives and utilizes services provided by ODHS primarily for that individual's or family's benefit;

(3) Who is under the custody, care, or both of ODHS; or

(4) Who provides direct care or Services and is a proxy or representative of the non-provider Client.

12. Nondiscrimination.

a. The CDDP must provide services to ODHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation, ethnicity, gender identity or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language, and other special needs of clients.

b. CDDP certifies that CDDP has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. CDDP agrees, as a material term of this Agreement, to maintain such policy and practice in force during the entire Agreement term.

c. As required by ORS 279B.235, CDDP must comply with ORS 652.220 and shall not unlawfully discriminate against any of CDDP's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. CDDP's compliance with this Section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles ODHS to terminate this Agreement for cause.

d. CDDP may not prohibit any of CDDP's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. CDDP may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

13. HIPAA Compliance.

As a Business Associate of a Covered Entity, ODHS must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), and ODHS must also comply with OAR 943-014-0400 through OAR 943-014-0465. CDDP is a Business Associate of ODHS and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504.

CDDP shall be liable to ODHS for any and all costs incurred by ODHS, including, but not limited to, costs of issuing any notices required by HIPAA, HITECH or any other applicable law and damages to third parties as a result of CDDP's Breach of Unsecured Protected Health Information.

a. **Consultation and Testing**. If CDDP reasonably believes that the CDDP's or ODHS' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, CDDP shall promptly consult the ODHS Information Security Office. CDDP or ODHS may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the ODHS testing schedule.

b. **Data Transactions Systems**. If CDDP intends to exchange electronic data transactions with ODHS or the Oregon Health Authority (OHA) in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, CDDP shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement and shall comply with EDI Rules set forth in OAR 943-120-0110 through 943-120-0160.

EXHIBIT E

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction**. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this Section, neither party waives any form of defense to or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.

This Section shall survive expiration or termination of this Agreement.

2. **Compliance with Law**. Both parties shall comply with laws, regulations, executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, Services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including CDDP and ODHS, that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126(2). CDDP shall require all of its subcontractors to comply with and shall ensure that each of its subcontractors complies with, these requirements. Nothing in this Agreement shall require CDDP or ODHS to act in violation of state or federal law or the Constitution of the State of Oregon.

This Section shall survive expiration or termination of this Agreement.

3. **Independent Parties**. The parties agree and acknowledge that their relationship is that of independent contracting parties and that CDDP is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

4. Grant Funds; Disbursements. Reserved.

5. Representations and Warranties.

a. CDDP represents and warrants as follows:

(1) Organization and Authority. CDDP is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. CDDP has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.

(2) Due Authorization. The making and performance by CDDP of this Agreement (a) have been duly authorized by all necessary action by CDDP and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of CDDP's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which CDDP is a party or by which CDDP may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by CDDP of this Agreement.

(3) Binding Obligation. This Agreement has been duly executed and delivered by CDDP and constitutes a legal, valid, and binding obligation of CDDP, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

(4) CDDP has the skill and knowledge possessed by well-informed members of its industry, trade or profession and CDDP will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in CDDP's industry, trade or profession.

(5) CDDP shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work.

(6) CDDP prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

(7) Services. To the extent DD Services are performed by CDDP, the delivery of each DD Service will comply with the terms and conditions of this Agreement and meet the standards for such DD Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Service Element Standards and Procedures.

b. ODHS represents and warrants as follows:

(1) Organization and Authority. ODHS has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.

(2) Due Authorization. The making and performance by ODHS of this Agreement (a) has been duly authorized by all necessary action by ODHS; (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency; and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which ODHS is a party or by which ODHS may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by ODHS of this Agreement, other than approval by the Department of Justice if required by law.

(3) Binding Obligation. This Agreement has been duly executed and delivered by and constitutes a legal, valid, and binding obligation of ODHS, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. Warranties Cumulative. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

d. This Section shall survive expiration or termination of this Agreement.

6. Funds Available and Authorized.

a. The State of Oregon's payment obligations under this Agreement are conditioned upon ODHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow ODHS, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. CDDP is not entitled to receive payment under this Agreement from any part of Oregon state government other than ODHS. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. ODHS represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.

b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, CDDP shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. CDDP must maintain at its own expense a single financial institution or authorized payment agent capable of receiving and

processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. CDDP shall provide this designation and information on a form provided by ODHS. In the event that EFT information changes or the CDDP elects to designate a different financial institution for the receipt of any payment made using EFT procedures, CDDP will provide the changed information or designation to ODHS on an ODHS-approved form. ODHS is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from CDDP.

c. This Section shall survive expiration or termination of this Agreement.

7. Recovery of Overpayments. Reserved.

8. Ownership of Intellectual Property.

a. Definitions. As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:

(1) "CDDP Intellectual Property" means any intellectual property owned by CDDP and developed independently from the Work.

(2) "Third Party Intellectual Property" means any intellectual property owned by parties other than ODHS or CDDP.

b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, ODHS will not own the right, title and interest in any intellectual property created or delivered by CDDP or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that CDDP owns, CDDP grants to ODHS a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8., b., (1) on ODHS' behalf, and (3) sublicense to third parties the rights set forth in Section 8., b.,(1).

c. If state or federal law requires that ODHS or CDDP grant to the United States a license to any intellectual property, or if state or federal law requires that ODHS or the United States own the intellectual property, then CDDP shall execute such further documents and instruments as ODHS may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or ODHS. To the extent that ODHS becomes the owner of any intellectual property created or delivered by CDDP in connection with the Work, ODHS will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to CDDP to use, copy, distribute, display, build upon and improve the intellectual property.

d. CDDP shall include in its Subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as ODHS may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

e. This Section survives the expiration or termination of this Agreement.

9. CDDP Default.

CDDP shall be in default under this Agreement upon occurrence of any of the following events:

a. CDDP fails to perform, observe, or discharge any of its covenants, agreements or obligations set forth herein;

b. Any representation, warranty or statement made by CDDP herein or in any documents or reports relied upon by ODHS to measure the delivery of Work, the expenditure of payments or the performance by CDDP is untrue in any material respect when made;

c. CDDP (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all or substantially all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (8) takes any action for the purpose of effecting any of the foregoing; or

d. A proceeding or case is commenced, without the application or consent of CDDP, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of CDDP, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of CDDP or of all or any substantial part of its assets, or (3) similar relief in respect to CDDP under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive calendar days, or an order for relief against CDDP is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

10. ODHS Default.

ODHS shall be in default under this Agreement upon the occurrence of any of the following events:

a. ODHS fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein; or

b. Any representation, warranty or statement made by ODHS herein is untrue in any material respect when made.

11. Termination.

a. CDDP Termination. CDDP may terminate this Agreement:

(1) For its convenience, upon a minimum of 90 calendar days advance written notice to ODHS for caseloads below 1,000 Individuals and 180 calendar days with caseloads 1,000 or more Individuals;

(2) Upon a minimum of 90 calendar days advance written notice to ODHS for caseloads below 1,000 Individuals and 180 calendar days with caseloads 1,000 or more Individuals, if CDDP does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to permit CDDP to satisfy its performance obligations under this Agreement, as determined by CDDP in the reasonable exercise of its administrative discretion;

(3) Upon a minimum of 90 calendar days advance written notice to ODHS for caseloads below 1,000 Individuals and 180 calendar days with caseloads 1,000 or more Individuals, if ODHS is in default under this Agreement and such default remains uncured at the end of said period or such longer period, if any, as CDDP may specify in the notice; or

(4) Immediately upon written notice to ODHS, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that CDDP no longer has the authority to meet its obligations under this Agreement.

b. ODHS Termination. ODHS may terminate this Agreement:

(1) For its convenience, upon a minimum of 90 calendar days advance written notice to CDDP for caseloads below 1,000 Individuals and 180 calendar days with caseloads 1,000 or more Individuals;

(2) Upon a minimum of 90 calendar days advance written notice to CDDP for caseloads below 1,000 Individuals and 180 calendar days with caseloads of 1,000 or more Individuals, if ODHS does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of ODHS under this Agreement, as determined by ODHS in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, ODHS may terminate this Agreement, immediately upon written notice to CDDP

or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces ODHS' legislative authorization for expenditure of funds to such a degree that ODHS will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by ODHS in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 calendar days from the date the action is taken;

(3) Immediately upon written notice to CDDP if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that ODHS no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;

(4) Upon a minimum of 90 calendar days advance written notice to CDDP, if CDDP is in default under this Agreement and such default remains uncured at the end of said period or such longer period, if any, as ODHS may specify in the notice;

(5) Immediately upon written notice to CDDP, if any license or certificate required by law or regulation to be held by CDDP to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that CDDP no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or

(6) Immediately upon written notice to CDDP, if ODHS determines that CDDP has endangered or are endangering the health or safety of a Client or others in performing work covered by this Agreement.

c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.

12. Effect of Termination.

a. Upon termination of the entire Agreement:

(1) ODHS shall have no further obligation to pay CDDP under this Agreement.

(2) CDDP shall have no further obligation to perform Work under this Agreement.

(3) CDDP shall retain all data and records in accordance with OAR 411-320-0070.

b. Obligations and Liabilities. Notwithstanding subsection 11., a., (2) above, any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

c. Transition Services. CDDP shall provide original files either paper or electronic to support a responsible and secure transition of Services to another CME or ODDS.

d. Transition Plan. Following a termination notice, CDDP and ODDS will collaborate to develop a transition plan to ensure continuity of care for Individuals.

(1) The parties will cooperate in good faith with each other in connection with their obligations under this section and will perform their obligations under the Transition Plan. If the Transition Period extends beyond the Agreement term, the provisions of this Agreement will remain in effect for the duration of the Transition Period.

(2) CDDP shall complete the transition of data from CDDP to any Providers that ODDS designates while ensuring there is an uninterrupted continuity of care of Service to Individuals.

e. This Section survives the expiration or termination of this Agreement.

13. Limitation of Liabilities. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS. THIS LIMITATION OF LIABILITY IS PROVIDED TO THE EXTENT ANY RESULTING CONTINGENT REPAYMENT LIABILITY IS PERMITTED BY ARTICLE XI, SECTIONS 7 AND 10 OF THE OREGON CONSTITUTION AND THE OREGON TORT CLAIMS ACT, ORS 30.260 AND 30.300.

14. Contribution.

a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

b. With respect to a Third Party-Claim for which the State is jointly liable with CDDP (or would be if joined in the Third-Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CDDP in such proportion as is appropriate to reflect the relative fault of the

State on the one hand and of CDDP on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of CDDP on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

c. With respect to a Third Party Claim for which the CDDP is jointly liable with the State (or would be if joined in the Third Party Claim), the CDDP shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the CDDP on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the CDDP on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The CDDP's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

d. This Section shall survive expiration or termination of this Agreement.

15. Indemnification by Subcontractors. County shall take all reasonable steps to cause its Subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's Subcontractor or any of the officers, agents, employees or subcontractors of the Subcontractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subcontractor from and against any and all Claims.

This Section shall survive expiration or termination of this Agreement.

16. Insurance. County shall maintain, and shall require Subcontractors to maintain, insurance as set forth in Exhibit G, Part 2 "Subcontractor Insurance" attached hereto.

17. Records Maintenance, Access.

a. Client Records. CDDP shall create and maintain an Individual record ("Client Record") for each Individual who receives a DD Service under this Agreement as outlined in OAR 411-415-0110 and OAR 411-320-0140

b. County and or their subcontractor will transfer all Client Records to new case management entity as instructed by ODDS and/or ODDS upon termination of the Agreement.

c. Expenditure Records. CDDP shall document the use and expenditure of all funds paid by ODHS under this Agreement. Unless applicable federal law requires CDDP to utilize a different accounting system, CDDP shall create and maintain all use and expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODHS to verify how the funds paid by ODHS under this Agreement were used or expended.

d. CDDP shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of CDDP, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document CDDP's performance.

e. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of CDDP whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records."

f. Access to Records and Facilities. ODHS, the Secretary of State's Office of the State of Oregon, and the federal government and their duly authorized representatives, shall have access to all Records, paper or electronic, of CDDP that are directly related to this Agreement, the funding provided hereunder, or any Service for the purpose of making examinations, audits, excerpts, copies and transcriptions. In addition, CDDP shall permit authorized representatives of ODHS to perform site reviews, in person or electronically, of all Services delivered by CDDP. Entities with electronic records must provide at minimum guest access to said records for examination by ODHS, Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives.

g. Retention of Records. CDDP shall retain and keep accessible all Records for the longest of:

(1) Six years following final payment and termination of this Agreement;

(2) The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166;

(3) Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement; or

(4) In accordance with OAR 411-320-0070.

h. This Section shall survive expiration or termination of this Agreement.

18. Information Privacy/Security/Access. If this Agreement requires or allows County or, when allowed, its subcontractor(s), to access or otherwise use any ODHS Information Asset or Network and Information System in which security or privacy requirements apply, and ODHS grants County, its subcontractor(s), or both access to such ODHS Information Assets or Network and Information Systems, County shall comply and require its subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

19. Force Majeure. Neither ODHS nor CDDP shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, war, or other cause which is beyond the reasonable control of ODHS or CDDP, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. ODHS may terminate this Agreement upon written notice to CDDP after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.

20. Assignment of Agreement, Successors in Interest.

a. County shall not assign or transfer its interest in this Agreement without prior written consent of ODHS. Any assignment or transfer in violation of this Agreement shall be null and void. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by ODHS. No approval by ODHS of any assignment or transfer of interest shall be deemed to create any obligation of ODHS in addition to those set forth in this Agreement.

b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

21. Resolution of Disputes. The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

This Section shall survive expiration or termination of this Agreement.

22. Subcontracts. County shall not enter into any Subcontracts for any of the Work required by this Agreement without ODHS' prior written consent. In addition to any other provisions ODHS may require, County shall include in any permitted Subcontract under this Agreement provisions to require that ODHS will receive the benefit of Subcontractor performance as if the Subcontractor were County with respect to this Agreement. ODHS' consent to any Subcontract shall not relieve County of any of its duties or obligations under this Agreement.

23. **No Third Party Beneficiaries**. ODHS and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

This Section shall survive expiration or termination of this Agreement.

24. **Severability**. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

This Section shall survive expiration or termination of this Agreement.

25. **Notice**. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to County or ODHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the County, or on the next business day if transmission was outside normal business hours of the County. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

ODHS: Office of Contracts & Procurement
500 Summer Street NE, E-03
Salem, OR 97301
Telephone: 503-945-5818
Fax: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

26. **Headings**. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

This Section shall survive expiration or termination of this Agreement.

27. Counterparts. This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.

28. Amendments; Waiver; Consent. ODHS may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, approved by the Oregon Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

This Section shall survive the expiration or termination of this Agreement.

29. Merger Clause. Reserved.

30. Stop-Work Order.

ODHS may, at any time, by written notice to CDDP, require CDDP to stop all, or any part of the Work required by this Agreement for a period of up to 90 calendar days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, CDDP shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the Work affected by the stop work order notice. Within a period of 90 calendar days after issuance of the written notice, or within any extension of that period to which the parties have agreed, ODHS shall either:

a. Cancel or modify the stop work order by a supplementary written notice; or

b. Terminate the Work as permitted by either the Default or the Convenience provisions of Section 10 "Termination".

If the Stop Work Order is canceled, ODHS may, after receiving and evaluating a request by CDDP, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

This Section shall survive expiration or termination of this Agreement.

31. Purchase and Disposition of Equipment.

a. For purposes of this Section, "Equipment" means tangible, non-expendable personal property having a useful life of more than one year and a net acquisition cost of more than $5,000 per item. However, for purposes of information technology equipment, the monetary threshold does not apply (except as provided below for software and storage devices). Information technology equipment shall be tracked for the mandatory line categories listed below:

(1) Network

(2) Personal Computer

(3) Printer/Plotter

(4) Server

(5) Storage devices that will contain Client information.

(6) Storage devices that will not contain Client information when the acquisition cost is $100 or more.

(7) Software when the acquisition cost is $100 or more.

b. For any Equipment purchased with funds from this Agreement, ownership shall be in the name of CDDP and CDDP is required to accurately maintain the following Equipment inventory records:

(1) description of the Equipment;

(2) serial number;

(3) source of funding for the Equipment (including the Federal Award Notification Number (FAIN));

(4) who holds title;

(5) where Equipment was purchased;

(6) acquisition cost and date;

(7) percentage of federal participation in cost;

(8) location, use, and condition of the Equipment and

(9) any ultimate disposition data including the date of disposal and sale of price of the Equipment.

c. CDDP shall provide the Equipment inventory list to ODDS upon request. CDDP or any subcontractors shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possessions. CDDP shall depreciate all Equipment, with a value of more than $5,000, using the straight-line method.

d. Upon termination of this Agreement, or any Service thereof, for any reason whatsoever, CDDP shall, upon request by ODHS, immediately, or at such later date specified by ODHS, tender to ODHS any and all Equipment purchased with funds under this Agreement as ODHS may require to be returned to the State. At ODHS' direction, CDDP may be required to deliver said Equipment to a subsequent contractor for that contractor's use in the delivery of Services formerly provided by CDDP. Upon mutual agreement, in lieu of requiring CDDP to tender the Equipment to ODHS or to a subsequent contractor, ODHS may require CDDP to pay to ODHS the current value of the Equipment. Equipment value will be determined as of the date of Agreement or Service termination.

e. Funds from this Agreement used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated, and the agreement reflected in a special condition authorizing the purchase.

f. Notwithstanding anything herein to the contrary, CDDP shall comply with 2 CFR Subtitle B with guidance at 2 CFR Part 200 as amended, which, generally, describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.

g. Equipment provided directly by ODHS to the CDDP and/or its Subcontractor(s) to support delivery of specific program services is to be used for those program services. If the CDDP and/or its Subcontractor(s) discontinue providing the program services for which the equipment is to be used, the equipment must be returned to ODHS or transferred to a different provider at the request of ODHS.

EXHIBIT F

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, County shall comply and require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, or to the work or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions**. County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) the Health Insurance Portability and Accountability Act of 1996, as amended, (e) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (f) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (g) all regulations and administrative rules established pursuant to the foregoing laws, (h) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (i) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide work in violation of 42 U.S.C. 14402.

2. **Equal Employment Opportunity.** Reserved.

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

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

5. **Truth in Lobbying**. By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352 Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

e. No part of any federal funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract County, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or

officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction an any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

h. No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. Resource Conservation and Recovery. County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. Audits.

a. County shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

b. If County expends $750,000 or more in federal funds (from all sources) in a federal fiscal year, County shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to ODHS within 30 days of completion. If County expends less than $750,000 in a fiscal year, County is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit E, “Records Maintenance, Access”. Audits must be submitted to ODDS.contracts@odhsoha.oregon.gov.

8. **Debarment and Suspension**. County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Pro-Children Act**. County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).

10. **Medicaid Services**. County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).

b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).

c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.

d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.

e. Entities receiving $5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. 1396a(a)(68).

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

12. Disclosures.

a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

b. County shall furnish to the State Medicaid agency or to the Health and Human Services (HHS) Secretary, within 35 days of the date of the request, full and complete information about the ownership of any subcontractor with whom the County has had business transactions totaling more than $25,000 during the previous 12 month period ending on the date of the request, and any significant business transactions between the County, and any wholly owned supplier or between the County and any subcontractor, during the five year period ending on the date of the request. See, 42 CFR 455.105.

c. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.

d. As such, County must disclose any person with a 5% or greater direct or indirect ownership interest in the County whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.

e. County shall ensure its Subcontractors make the disclosures required by this Section 12 to ODHS. ODHS reserves the right to take such action required by law, or where ODHS has discretion, as it deems appropriate, based on the information received (or the failure to receive information) from the Provider, fiscal agent, or managed care entity.

13. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The County agrees that it has been provided the following notice:

a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:

(1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and

(2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

14. Super Circular Requirements. Reserved.

15. Federal Whistleblower Protection. County shall comply, and ensure the compliance b subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

EXHIBIT G

Part 1
Required Subcontractor Provisions

For purposes of this Exhibit G Part 1, Subcontractor means the individual or entity that is contracting directly with County to provide CDDP Services under this Agreement.

1. County intending to subcontract the entire CDDP Operation shall engage in discussions with ODDS about its role in continuing to operate a CDDP and whether ODDS should contract directly with the vendor for operation of the CDDP. If the County intends to retain the Agreement and chooses to subcontract, the County understands that all funds allocated by the State are intended solely for the operation of a CDDP and its delivery of services.

2. County subcontracting the entire CDDP operation shall include in the Subcontract all language from Exhibit A, Exhibit B Part 1, Exhibit B Part 2, Exhibit B Part 3, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G Part 2, Exhibit H Part 1, Exhibit H Part 2, Attachment #1, and Attachment #2. Amended subcontracts must be forwarded to ODDS.contracts@odhsoha.oregon.gov. All funding provided to County must be paid to Subcontractor within ten business days of receipt of payment. County may not retain any funds related to the operation of the CDDP covered under this Agreement.

3. County subcontracting a portion of the CDDP, must include in the subcontracts all language from Exhibit A, Exhibit B Part 1, Exhibit B Part 2 if applicable Service Element Standards and Procedures are listed in the Subcontract, Exhibit B Part 3, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G Part 2, Exhibit H Part 1, Exhibit H Part 2, Attachment #1 and Attachment #2. All funding provided to County for the specific CDDP Service that is subcontracted must be paid to Subcontractor within ten business days of receipt of payment. County cannot retain any funds related to the specific CDDP Service that is subcontracted.

4. County entity serving as the CDDP will be responsible for oversight of the Subcontractor.

5. Subcontractor must agree that it is an independent contractor and not an agent of the State of Oregon, ODHS, or County.

6. County shall review and verify Disclosures Report for Subcontractor prior to execution of subcontract.

EXHIBIT G

Part 2
SUBCONTRACTOR INSURANCE

County shall require its first-tier Contractor(s) (Contractor) that are not units of County as defined in ORS 190.003, if any, to:

i) obtain the insurance specified under TYPES AND AMOUNTS and meet the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractor(s) perform under contracts between County and the Contractors (the "Subcontracts"), and

ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency.

County shall not authorize Contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force, terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event, shall County permit a Contractor to work under a Subcontract when the County is aware that the Contractor is not in compliance with the insurance requirements. As used in this section, a "first-tier" Contractor is a Contractor with which the County directly enters into a contract. It does not include a subcontractor with which the Contractor enters into a contract.

If Contractor maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

INSURANCE TYPES AND AMOUNTS

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:
All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain Employers' Liability Insurance coverage with limits not less than $500,000 each accident.

If Contractor is an employer subject to any other state's workers' compensation law, Contactor shall provide Workers' compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less

than $500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than $5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:
Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than $2,000,000 per occurrence and not less than $4,000,000 annual aggregate limit.

AUTOMOBILE LIABILITY:

☒ **Required** ☐ **Not required**

Contractor shall provide Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than $1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability Insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:
☒ **Required** ☐ **Not required**

Contractor shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Contract/Subcontract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than $2,000,000 per claim and not less than $4,000,000 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the Contractor and subcontractors shall provide continuous claims made coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:
☒ **Required** ☐ **Not required**

Contractor shall provide Network Security and Privacy Liability Insurance for the duration of the sub/contract and for the period of time in which Contractor (or its business associates or subcontractor(s)) maintains, possesses, stores or has access to agency, State of Oregon or client data, whichever is longer, with a combined single limit of no less than $1,000,000 per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), payment sard data and Protected Health Information ("PHI")) in any

format, including coverage for accidental loss, theft, unauthorized disclosure access or use of agency, State of Oregon data.

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:
☒ **Required** ☐ **Not required**
Contractor shall provide Directors, Officers and Organization Liability Insurance covering the Contractor's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of not less than $1,000,000 per claim.

PHYSICAL ABUSE AND MOLESTATION INSURANCE:
☒ **Required** ☐ **Not required**
Contractor shall provide Physical Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State of Oregon covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured must include the Contractor, and the Contractor's employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than $1,000,000 per occurrence and not less than $3,000,000 annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the Commercial General Liability or Professional Liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE:
A combination of primary and Excess/Umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or Excess, and which also apply to a loss covered hereunder, are to be called upon to contribute to a loss until the Contractor's primary and Excess liability policies are exhausted.

If Excess/Umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

ADDITIONAL COVERAGE REQUIREMENTS:
Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention (SIR), and self-insurance, if any.

ADDITIONAL INSURED:
All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under the Subcontract must include an Additional Insured Endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's services to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, the State of Oregon requires Additional Insured status with respect to liability rising out of ongoing operations and completed operations. The Additional Insured Endorsement with respect to liability arising out of Contractor's ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

WAIVER OF SUBROGATION:
Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor must obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency or State of Oregon has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:
If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain Continuous Claims Made coverage, provided the effective date of the Continuous Claims Made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

(i) Contractor's completion and County's acceptance of all Services required under the Contract, or

(ii) Agency or Contractor's termination of this Agreement, or

(iii) The expiration of all warranty periods provided under this Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:
County shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before Contractor delivers any goods and performs any Services required under this Agreement. The Certificate(s) must list the State of Oregon, its officers, employees, and agents as a certificate holder and as an endorsed Additional Insured. The Certificate(s) of Insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement.

If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, Agency/County has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION:
The Contractor or its insurer must provide at least 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:
Contractor agrees to periodic review of insurance requirements by County under this agreement and to provide updated requirements as mutually agreed upon by Contractor and County.

STATE ACCEPTANCE:
All insurance providers are subject to County acceptance. If requested by County, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to County's representatives responsible for verification of the insurance coverages required under this Exhibit.

EXHIBIT H

Part 1
Privacy and Security Agreement

1. PURPOSE. County requires the Access described in Exhibit H Part 2 "Third Party Information System Access Request" (Form MSC 0785), which is hereby incorporated into this Exhibit H Part 1 by reference, to perform the Work. The terms and conditions of this Privacy and Security Agreement govern:

1.1. County's Use of Data;

1.2. County's Access to ODHS' Information Assets and Systems;

1.3. The periodic exchange of Data between ODHS' and County's systems via electronic means; and

1.4. The interconnection between ODHS' and County's respective networks and information systems.

2. TERM. This Privacy and Security Agreement is effective for a period coterminous with the Agreement, subject to review at least annually by ODHS, unless terminated earlier by either party in accordance with the "Suspension or Termination" section of this Privacy and Security Agreement.

3. DEFINITIONS. The following definitions apply to this Privacy and Security Agreement:

3.1. "Access" means the ability or the means necessary to read, communicate, or otherwise use ODHS or State Data, Network and Information Systems, and Information Assets

3.2. "Breach" means the acquisition, access, exposure, use, or disclosure of Data or an Information Asset in a manner not in compliance with applicable law, rule, or policy, or Data loss, misuse, or compromise.

3.3. "Client Records" includes any Client, applicant, or participant information regardless of the media or source, collected by County in the course of completing the Work, provided through the Network and Information Systems to County, or otherwise exchanged between the parties.

3.4. "Data" means information created, transmitted, or stored through the Network and Information Systems, including metadata, personal information, and Client Records.

3.5. "Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of any Network and Information System or Information Asset. An Incident is an observable, measurable occurrence that is a deviation from expected operations or activities. An Incident may be a Breach, failure to protect a User's identification (ID), or theft of computer equipment that uses or stores any Information Asset.

3.6. "Individual Access Request (IAR)" refers to the ODHS form used to authorize a User, identify the User's job assignment, and the required access to Network and Information System(s). It generates a unique alpha/numeric code used to access the ODHS Network and Information Systems.

3.7. "Information Asset(s)" refers to all information provided through ODHS, regardless of the source, which requires measures for security and privacy. Includes Data.

3.8. "Network and Information System(s)" means ODHS' and the State of Oregon's computer infrastructure which provides personal communications; Data such as Client Records; Access to other Information Assets, regional, wide area and local networks; and the internetworking of various types of networks.

3.9. "User" means any individual authorized to access Network and Information Systems and who has an been assigned a unique log-on identifier.

4. CHANGES TO PRIVACY AND SECURITY AGREEMENT. Other than as allowed under this section, County shall be requested to submit input to a revised "Third Party Information System Access Request" (Form MSC 0785), to request changes to Exhibit H Part 2. ODHS will review County's request and, if approved in writing by ODHS, the parties will amend the Agreement in accordance with Exhibit E, Section 28 "Amendments; Waivers; Consent."

4.1. **Point of Contact Changes**. Each party will provide notification to the other of any change of its respective point(s) of contact noted in Exhibit H Part 2, including any technical lead, and name an interim or replacement person in any such notice. Exhibit H Part 1 will be deemed amended to include the updated information.

4.2. **Administrative Changes.** County may request updates to Exhibit H that are administrative in nature and do not modify the mode of Access or type of data by submitting a written request to ODHS. Upon written acceptance by ODHS, Exhibit H will be deemed amended to include the updated information.

5. NOTIFICATIONS.

5.1. **Points of Contact.** The parties have designated their respective technical leads in Exhibit H Part 2. The parties will facilitate direct contacts between technical leads. The parties will provide notification to the other of any changes in technical point of contact information.

5.2. **Breach Notification.** In the event County or its subcontractors or agents discover or are notified of an Incident or a Breach, including a failure to comply with County's confidentiality obligations under this Agreement, County shall immediately notify ODHS' Program Sponsor identified in Section 4 of Exhibit H Part 2 (or delegate) of the Incident or Breach. If ODHS determines that an Incident or Breach requires notification of ODHS Clients, or other notification required by law, ODHS will have sole control over the notification content, timing, and method, subject to County's obligations under applicable law.

5.3. **Requests for Data.** In the event County receives a third-party request for Data, including any electronic discovery, litigation hold, or discovery searches, County shall first give ODHS notice and provide such information as may be reasonably necessary to enable ODHS to protect its interests.

5.4. **Changes in Law.** Each party will provide notice to the other of any change in law, or any other legal development, which may significantly affect its ability to perform its obligations.

6. GRANT OF LICENSE. Subject to County's compliance with the Agreement, County is hereby granted a non-exclusive, non-transferable, and revocable authorization to Access and use Information Assets only in accordance with this Agreement and applicable laws, rules, and policies. County and its employees, contractors, and agents shall not manipulate any URL or modify, publish, transmit, reverse engineer, participate in any unauthorized transfer or sale of, create derivative works of, or in any way exploit the content or software comprising this Access, or Information Assets made available through this Access.

7. DATA PRIVACY. In addition to County's obligations under Exhibit D "General Terms and Conditions", Section 9 regarding Confidentiality of Information:

7.1. **Generally.** County shall hold all Client Records, and other information as to personal facts and circumstances obtained by County on ODHS Clients, as confidential, using the highest standard of care applicable to the Client Records, and shall not divulge any Client Records without the written consent of the Client, the Client's attorney, the responsible parent of a minor child, or the minor child's guardian except as required by other terms of this Privacy and Security Agreement or applicable law.

7.2. **Limited Purposes.** County shall limit the use or disclosure of Data concerning Clients to persons directly connected with the administration of this Privacy and Security Agreement or the Agreement. Confidentiality policies apply to all requests from outside sources.

7.3. **Privacy Protections.** Data may include information, such as Client Records, subject to specified confidentiality protections under state or federal law. County shall comply with laws, regulations, and policies applicable to the information described in Exhibit H Part 2, including as specified in this Agreement.

7.4. **Training.** County's employees, subcontractors, and agents who will Access Data have received training on the privacy and security obligations relating to the Data, including Client Records. County shall provide periodic privacy and security training to its employees, subcontractors, and agents.

8. SECURITY REQUIREMENTS.

8.1. **Compliance with Laws, Regulations, and Policies.** County and its employees, contractors, and agents shall comply with all applicable state and federal laws and regulations, and State of Oregon policies governing use and disclosure of Data (including Client Records) and Access to Information Assets, including as those laws, regulations, and policies may be updated from time to time. Applicable laws, regulations, and policies include but are not limited to:

8.1.1. ODHS and OHA Information Security and Privacy Policies: https://www.oregon.gov/oha/FOD/OIS-ISPO/Pages/Policies.aspx

8.1.2. ODHS and OHA Privacy and Confidentiality administrative rules, OAR Chapter 407, Division 14, and OAR Chapter 943, Division 14.

8.1.3. The Health Insurance Portability and Accountability Act (HIPAA), including as amended by the Health Information Technology for Economic and Clinical Health ("HITECH") Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA"), and its implementing Privacy Rule and Security Rule, 45 CFR Parts 160 and 164. County shall comply with HIPAA Compliance included in this Agreement in Exhibit D "General Terms and Conditions", Section 17 "HIPAA Compliance" in connection with County's Access.

8.1.4. The Oregon Consumer Identity Theft Protection Act, ORS 646A.600 through 646A.628, to the extent applicable.

8.1.5. Oregon's Statewide Information Security Standards: https://www.oregon.gov/das/OSCIO/Documents/2019StatewideInformationAndCyberSecurityStandardsV1.0.pdf

8.2. **Responsible for Compliance.** County is responsible for the compliance of its employees, agents, and subcontractors with this Privacy and Security Agreement and with any third-party licenses to which Access is subject.

8.3. **Privacy and Security Measures.** County represents and warrants it has established and will maintain privacy and security measures that meet or exceed the standards set in laws, rules, and regulations applicable to the safeguarding, security and privacy of Data, including Client Records, all Information Assets, regardless of the media, and all Network and Information Systems. County shall monitor, periodically assess, and update its security controls and risk to ensure continued effectiveness of those controls.

8.4. **Security Risk Management Plan.** County shall ensure the level of security and privacy protection required in accordance with this Privacy and Security Agreement is documented in a security risk management plan. County shall make its security risk management plan available to ODHS for review upon request.

8.5. **Audit Rights and Access.** County shall maintain records in such a manner as to clearly document its compliance with and performance under this Privacy and Security Agreement, and provide ODHS, the Oregon Secretary of State, the federal government, and their duly authorized representatives access to County's officers, agents, contractors, subcontractors, employees, facilities and records for ODHS to:

8.5.1. Determine County's compliance with this Privacy and Security Agreement,

8.5.2. Validate County's written security risk management plan, or

8.5.3. Gather or verify any additional information ODHS may require to meet any state or federal laws, rules, or orders regarding Information Assets.

8.5.4. Access to facilities, systems, and records under this section will be granted following reasonable notice to County. Records include paper or electronic form, system security logs, and related system components and tools (including hardware and software), required to perform examinations and audits, and to make excerpts and transcripts, including for data forensics.

9. ACCESS TO ODHS SYSTEMS.

9.1. **ODHS Review of User Requests.** If required for Access, ODHS will review requests, including forms such as the IAR, and will:

9.1.1. Notify County of the approval or denial of its request for each User for whom Access has been requested;

9.1.2. Provide any unique log-on identifier required for authorized Access;

9.1.3. Provide updates to approved inquiry processes and instructions to County.

9.2. **County's Responsibilities for User Accounts**. County shall facilitate completion of any forms (such as the IAR) for each person for whom Access is requested.

9.2.1. County is responsible for all activities that occur through its Access, including for any acts related to a lost or stolen User ID or password.

9.2.2. County is responsible for ensuring information provided by its Users is accurate, complete, and up to date.

9.2.3. County shall immediately notify ODHS when a User, group of Users, or County, no longer requires Access whether due to changes in duties or due to changes in County's programs related to this Agreement.

9.3. **Security and Disposal.** County shall maintain security of equipment, and ensure the proper handling, storage and disposal of all Information Assets accessed, obtained, or reproduced by County and its Users to prevent inadvertent destruction or loss. County shall ensure proper disposal of equipment and Information Assets when authorized use ends, consistent with County's record retention obligations and obligations regarding Information Assets under this Agreement.

9.4. **Prevention of Unauthorized Access.** County shall prevent any Access to State of Oregon Network and Information Systems by its Users that is not authorized in accordance with this Agreement and applicable law, and shall implement and maintain safeguards to prevent unauthorized access.

9.5. **Access from Outside the US and its Territories.** County Access to the state network from outside the US and its territories is prohibited unless approved by the ODHS|OHA Chief Information Risk Officer (CIRO). If approved, the County shall provide ODHS|OHA with the IP addresses, or IP address range, to be used to Access the network. Any changes to the provided IP addresses, or IP range, shall be immediately communicated to ODHS|OHA or Access could be affected.

9.5.1. County shall not allow use of any Information Asset in any country or territory in any manner prohibited by governing applicable law, rule, or policy.

9.6. **Authorized Access and Use Only.** No User may Access or use Data for any purpose other than those specifically authorized through this Agreement.

9.6.1. Users shall not use Access to obtain or attempt to obtain any Data or Information Assets not authorized or intentionally made available.

9.6.2. The use and disclosure of any Information Asset is strictly limited to the minimum information necessary to the exchange of Data between the parties described in Exhibit H Part 2.

9.6.3. Except as otherwise specified or approved by ODHS, neither County nor its Users may modify, alter, delete, or destroy any Information Asset.

9.7. **Revocation or Termination of Access.** Breach, or wrongful use or disclosure of Information Assets by County or its Users, may cause the immediate revocation of the Access granted though this Privacy and Security Agreement, in the sole discretion of ODHS, or ODHS may specify a reasonable opportunity for County to cure the unauthorized use or disclosure and end the violation, and terminate the Access if County does not do so within the time specified by ODHS. Legal actions also may be taken for violations of applicable regulations and laws.

9.8. **No Unauthorized Distribution.** County shall not sell, make available, or provide Information Assets in any form to any other persons or organizations, and shall not use the Information Assets for any purposes other than as allowed under this Agreement and applicable law.

9.9. **No Impairment.** County shall not use this Access in any manner which could damage, disable, overburden, or impair Network and Information Systems or interfere with any other entity's use or benefit of Network and Information Systems.

9.10. **Prohibition on Data Mining**. County shall not capture, maintain, scan, index, share or use Data stored or transmitted by virtue of this interconnection, or otherwise use any data-mining technology, for any non-authorized activity. For purposes of this requirement, "non-authorized activity" means the data mining or processing of data, stored or transmitted through the Network and Information Systems, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized in this Privacy and Security Agreement.

9.11. **Incidents and Breaches.** County shall comply, and shall cause its subcontractors to comply, with any requirements for identifying and addressing an Incident or Breach. This requirement applies regardless of whether the Incident or Breach was accidental or otherwise.

10. SUSPENSION OR TERMINATION.

10.1. This Privacy and Security Agreement may be terminated at any time by written agreement of the parties.

10.2. This Privacy and Security Agreement may be terminated by either party upon thirty (30) calendar days' written notice to the other party.

10.3. Access and this Privacy and Security Agreement may be terminated immediately upon written notice from County if Access is no longer needed by County.

10.4. ODHS may immediately revoke the Access granted County for County's failure to comply with the requirements of this Privacy and Security Agreement. In such event, ODHS will provide subsequent written notice to County's point of contact. ODHS may, to the extent it determines it is reasonable and able to do so, provide advance notice to County to cure any deficiency or breach of this Privacy and Security Agreement.

10.5. Either party may terminate this Privacy and Security Agreement, and ODHS may modify Access, upon written notice if there are changes to or revised interpretations of federal or state laws, rules, or regulations, or if either party has changes in policies that require such action.

11. RETURN OF INFORMATION ASSETS. Upon expiration or termination of the Agreement or this Privacy and Security Agreement for any reason whatsoever, County shall immediately deliver to ODHS all of ODHS' Information Assets, including Data and Client Records, that are in the possession or under the control of County in whatever stage and form of recordation such property is expressed or embodied at that time.

11.1. Except as necessary to meet obligations under Exhibit E "Standard Terms and Conditions", Section 17 "Records Maintenance, Access", County shall not retain any copies of Information Assets. County shall notify ODHS of any conditions that make returning all ODHS Information Assets not feasible. Upon ODHS' written acknowledgement that returning all Information Assets is not feasible, County shall purge or destroy retained Data in all its forms in accordance with the most current version of NIST SP 800-88 (or other agreed-upon standard) and on request provide ODHS with written certification of sanitization.

11.2. County shall maintain protections required by law or the Agreement for any retained State of Oregon Information Asset for so long as County (including through any subcontractor) retains it.

12. INDEMNIFICATION AND INSURANCE. Indemnification and insurance coverages provided by County under the Agreement apply to this Privacy and Security Agreement.

13. COSTS. Each party will bear its own costs related to the acquisition of all equipment, software, data lines or connections necessary for Access, unless otherwise agreed to by written agreement between the parties. Each party is responsible for securing compatible hardware, equipment, and software, and network connections. Each party is responsible for complying with the licenses for third party products, including software and services that allow Access.

14. **SURVIVAL.** Access and rights to use Information Assets ceases upon termination of this Privacy and Security Agreement. Rights and obligations which expressly or by their nature survive termination do so survive, and include this section, provisions regarding warranties and liabilities, indemnification, and confidentiality and non-disclosure.

15. **INTERPRETATION.** Any ambiguity in this Privacy and Security Agreement will be resolved to permit ODHS to comply with applicable privacy and security laws and State of Oregon and ODHS policies interpreting those laws.

16. **SUBCONTRACTORS.** County shall ensure all subcontractors providing services related to this Privacy and Security Agreement are held to the same requirements as County.

EXHIBIT H

Part 2
Third Party Information System Access Request

Oregon Health Authority

SHARED SERVICES
Information Security and Privacy Office

DHS Oregon Department of Human Services

Third Party Information System Access Request

Reset form

An DHS or OHA program completes this form to request access for a third-party entity* (*organization or individual*) to data within an DHS or OHA information system or network.

**Please note that each entity only needs one form.*

Hover over blue text for more information.

Request type (*required*):	Agreement number:
New request (ISPO will add agreement number)	046963

Section 1. Third party information

This section defines the third party needing access to DHS/OHA network and information system(s). A third party is any individual or entity that is not part of the DHS/OHA workforce. Workforce means employees, volunteers, trainees and other individuals whose DHS or OHA work is under that agency's direct control. This applies to paid and unpaid workforce members.

Third-party agreement administrator contact information

This individual signs the contracts for the third party. (This is NOT a DHS/OHA employee.)

Organization/entity name: Deschutes County	
Contact name (*first, last*):	Paul Partridge, Max Davidson
Position/title:	Paul: Program Manager, David Admin Supervisor (financial/budget)
Work street address:	1340 NW Wall St.
City, State, ZIP:	Bend, OR 97703
Phone:	Paul: (541) 322-7546, David (541) 322-7551
Email:	paul.partridge@deschutes.org , max.davidson@deschutes.org
Website address (*optional*):	

Additional contact for third party

*This individual will be the contact for setting up or terminating users for the third party. (This is **not** a DHS/OHA employee.)*

☒ Same contact information as above.

Section 2. Governing contract details

A DHS/OHA employee fills out this section. If a governing contract applies, please complete all applicable fields, below.

Does a governing contract establish a need for access? ◉ Yes ○ No

Governing contract type	Contract number	Expiration date:
Contract:	PO-10000-00046963	06/30/2027
Data use agreement:		

Memorandum of understanding:		
Other contract (*if applicable*):		

Background checks

Please ensure all applicable required background checks are completed. DHS and OHA systems containing or accessing regulated data may require additional background check requirements beyond the pre-employment background checks. Regulated data sets requiring additional background checks include but are not limited to:

- Criminal Justice Information (CJI) in the Criminal Justice Information Services (CJIS) policy, 5.12.1 Personnel Security Policy and Procedures
- Federal tax information (FTI) as documented in Internal Revenue Service (IRS) Publication 1075, 5.1.1 Background Investigation Minimum Requirements.

Direct questions related to the background check process to BCU.Info@state.or.us or 503-378-5470 or 1-888-272-5545.

Section 3. Access description

Reason for access

Describe in detail the business need for access:

3rd party needs to access CAM, eXPRS, MMIS, ONE and ASPEN to provide complete case management entity contract requirements. Individual access will be based on each user and their responsibilities.

Requested access start date: 07/01/2025

Method of access

Check all methods the third party will use to access DHS/OHA information systems.

- ☒ DHS/OHA on-site — Will only use DHS/OHA supplied PC, laptop or workstation: ○ Yes ◉ No
- ☐ Remote access via VPN — Will only use DHS/OHA supplied PC, laptop or workstation: ○ Yes ◉ No
- ☒ Remote access via Citrix
- ☐ Access to folder on Secure File Transfer Protocol (SFTP) server
- ☐ Other (*explain below*): — Will only use DHS/OHA supplied PC, laptop or workstation: ○ Yes ○ No

Access and information flow will occur from:

DHS/OHA to third party (i.e., third party has access to DHS/OHA's information assets and systems)

Scope of access

List all system names the third party needs to access. (*This form authorizes access for the third-party organization as a whole. A partner number* [P#] *and a network login are needed to access the following information systems. The system-specific individual user access request forms must be used to request access for individual third-party employees using the system.*)

- ☐ **Email:** DHS/OHA email account authorized. This authorizes the third party to get DHS/OHA email accounts after receiving a completed individual user access request form for each individual.
- ☒ **Network:** Network login authorized. This authorizes the third party to get DHS/OHA network login IDs after receiving a completed individual user access request form for each individual.

System 1

Name of system: CAM

Type of access requested: Read/write (please describe):

Description of access:
Per the contract, must record all serious incidents, complaints of abuse, death reviews, and abuse investigations in the ODHS approved Centralized Abuse Management (CAM) System.

Expiration date of access: 06/30/2027

Information type

Will information being shared or accessed be identifiable (*i.e., names, DOB, address, etc.*)?

◉ Yes ○ No

If yes, what protected information will be shared or accessed? (*Check all that apply.*)

- ☒ Protected health information (PHI)
- ☒ Personally identifiable information (PII)
- ☒ Financial information
- ☐ Federal tax information (FTI)
- ☐ Criminal justice information (CJI)
- ☐ Payment card information (PCI)
- ☐ Social Security Administration (*SSA data*)
- ☐ Other (*list below*):

Information owner review (*internal use only*)

Name of reviewer: Amber Padilla | Review date: 06/06/2025

Access determination:

Role or group assigned (*if applicable*):

Access is: Granted as requested

Reason for determination:
Need to have access to complete case management contract requirements

Add another system | **Remove** this system (*above*)

System 2

Name of system: ASPEN

Type of access requested: Read/write (please describe):

Description of access:
To provide complete case management entity contract requirements.

Expiration date of access: 06/30/2027

Information type

Will information being shared or accessed be identifiable (*i.e., names, DOB, address, etc.*)?

◉ Yes ○ No

If yes, what protected information will be shared or accessed? (*Check all that apply.*)

- ☒ Protected health information (PHI)
- ☒ Personally identifiable information (PII)
- ☒ Financial information
- ☒ Federal tax information (FTI)
- ☒ Criminal justice information (CJI)
- ☒ Payment card information (PCI)
- ☒ Social Security Administration (*SSA data*)
- ☐ Other (*list below*):

Information owner review (*internal use only*)	
Name of reviewer: Lyssette Young	Review date: 07/01/2025
Access determination: Role or group assigned (*if applicable*): Access is: Granted as requested Reason for determination:	
Add another system	**Remove** this system (*above*)

System 3

Name of system: eXPRS

Type of access requested: Read/write (please describe):

Description of access:
Per the contract, shall upload all applicable documentation supporting the service authorization and rates within eXPRS.

Expiration date of access: 06/30/2027

Information type

Will information being shared or accessed be identifiable (*i.e., names, DOB, address, etc.*)?

◉ Yes ○ No

If yes, what protected information will be shared or accessed? (*Check all that apply.*)

- ☒ Protected health information (PHI)
- ☒ Personally identifiable information (PII)
- ☒ Financial information
- ☒ Federal tax information (FTI)
- ☐ Criminal justice information (CJI)
- ☐ Payment card information (PCI)
- ☒ Social Security Administration (*SSA data*)
- ☐ Other (*list below*):

Information owner review (*internal use only*)	
Name of reviewer: Amber Padilla	Review date: 06/06/2025
Access determination: Role or group assigned (*if applicable*): Access is: Granted as requested Reason for determination: Need to have access to complete case management contract requirements	
Add another system	**Remove** this system (*above*)

System 4

Name of system: MMIS

Type of access requested: Read/write (please describe):

Description of access:
Per the contract, shall upload all applicable documentation supporting the service authorization and rates within MMIS.

Expiration date of access: 06/30/2027

Information type

Will information being shared or accessed be identifiable (*i.e., names, DOB, address, etc.*)?

◉ Yes ○ No

If yes, what protected information will be shared or accessed? (*Check all that apply.*)

☒ Protected health information (PHI)
☒ Personally identifiable information (PII)
☒ Financial information
☒ Federal tax information (FTI)
☐ Criminal justice information (CJI)
☐ Payment card information (PCI)
☐ Social Security Administration (*SSA data*)
☐ Other (*list below*):

Information owner review (*internal use only*)

Name of reviewer: Bob Costa	Review date: 06/27/2025

Access determination:

Role or group assigned (*if applicable*):

Access is: Granted with modifications (as noted below)

Reason for determination:
This is a contract renewal and users have been performing this function in MMIS for many years, so approved.

Add another system | **Remove** this system (*above*)

System 5

Name of system: ONE

Type of access requested: View only (please describe):

Description of access:
To provide complete case management entity contract requirements.

Expiration date of access: 06/30/2027

Information type

Will information being shared or accessed be identifiable (*i.e., names, DOB, address, etc.*)?

◉ Yes ○ No

If yes, what protected information will be shared or accessed? (*Check all that apply.*)

☒ Protected health information (PHI)
☒ Personally identifiable information (PII)
☒ Financial information
☐ Federal tax information (FTI)
☐ Criminal justice information (CJI)
☐ Payment card information (PCI)
☒ Social Security Administration (*SSA data*)
☐ Other (*list below*):

Information owner review (*internal use only*)

Name of reviewer: John Riordan	Review date: 06/27/2025

Access determination:

Role or group assigned (*if applicable*):

Access is: Granted as requested

Reason for determination: WP Read Only – Limited.	
Add another system	**Remove** this system (*above*)

Check all methods the third party will use to access DHS/OHA information systems.

Section 4. Program sponsor

The program sponsor is the DHS or OHA manager who sponsors the requested access. That person must monitor and ensure the third party complies with the terms and conditions of the access agreement. (*Note that the program sponsor is usually the contract administrator of the governing contract authorizing the access.*)

Verification of need to know:	
☒ As program sponsor, I certify that sections 1 through 3 of this form note the minimum necessary access. Date: 04/29/2025	
Name (*first, last*):	Heather Smith
Position/title:	Operation Administration Unit Manager
Office:	ODHS
Program:	ODDS
District name:	Central
Work street address:	500 Summer St NE, E-09
City, State, ZIP:	Salem, OR 97301
Phone (*include ext.*):	503-877-0635
Email:	heather.m.smith@odhs.oregon.gov

Section 5. Program requestor

The program requestor is the DHS or OHA staff person who works with the third party on a day-to-day basis. That person requests the access agreement for the third party. The requestor can be the same person as the program sponsor or contract administrator. However, a program can list separate requestors/contract administrators. This will ensure all relevant parties receive contract communication and expiration notices.

☒ **Check this box and skip this section if the program requestor is also the program sponsor.**

Submission

Click the submit button below to submit electronically, or email this completed form to the Information Exchange (InfoEx) Program within the Information Security and Privacy Office at DHSOHA.InfoEx@dhsoha.state.or.us. You can also email this address if you need more help.

Policy reference: https://apps.state.or.us/Forms/Served/de090-003.pdf

Submit by email

DHS/OHA Information Security and Privacy Office use only	
Date received: 06/10/2025	Date completed: 07/01/2025
Date approved by all information owners: 07/01/2025	Date executed: N/A
Notes: 785 on file. Part of the 118 process. PSA provided.	

Completed by: Molly Norris, Information Exchange Coordinator

ATTACHMENT #1

Days and Hours of Operation

During the Agreement period stated in Section 1 "Effective Date and Duration", the County will maintain the following days and hours of operation:

Days of Operation: **Monday** ___ through **Friday** _____ ___

Hours of Operation: **08:00am** _____ until **5:00pm** _____

Will there be a physical office building for the public to access staffed during the hours indicated above? **x** Yes ___ No **Two locations (Bend&Redmond)**

Hours of Operation begin when the majority of County staff are expected to be in the office or at their remote workstations and end when the majority of County staff are expected to leave the office or their remote workstations.

Submitted by: Paul Partridge, IDD Program Manager

Date completed: **07/23/25**

ATTACHMENT #2

Disclosures Report

County Name: _____

As described in Section 13 "Disclosures" of Exhibit F "Federal Terms and Conditions" 42 CFR, 455.104, County reports the following:

Name(s) of County Administrator/Manager: _____

Name:	Title:		County:
Residence of Named individual: Street Address:	City:	State:	Zip:
SSN:	DOB:		
Do you have any other ODHS Provider numbers: Yes No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:			

CDDP Name: _____

As described in Section 12 "Disclosures" of Exhibit F "Federal Terms and Conditions", County Subcontractor reports the following:

Number of board members: _____

Number of directors: _____

Number of indirect owners with five percent or more ownership: _____

Number of direct owners with five percent or more ownership: _____

Name:	Title:		Percentage of Ownership:
Residence Street Address:	City:	State:	Zip:
SSI or EIN:	DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:			

Name:	Title:		Percentage of Ownership:
Residence Street Address:	City:	State:	Zip:
SSI or EIN:	DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:			

Name:	Title:		Percentage of Ownership:
Residence Street Address:	City:	State:	Zip:
SSI or EIN:	DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:			

Name:	Title:		Percentage of Ownership:
Residence Street Address:	City:	State:	Zip:
SSI or EIN:	DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:			
Name:	Title:		Percentage of Ownership:
Residence Street Address:	City:	State:	Zip:
SSI or EIN:	DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:			

Name:	Title:		Percentage of Ownership:
Residence Street Address:	City:	State:	Zip:
SSI or EIN:	DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:			

Name:	Title:		Percentage of Ownership:
Residence Street Address:	City:	State:	Zip:
SSI or EIN:	DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:			

Name:	Title:		Percentage of Ownership:
Residence Street Address:	City:	State:	Zip:
SSI or EIN:	DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:			

ATTACHMENT #3

ODDS Case Management Entity FTE Survey

Allocated Positions	Number of employees per position		TOTAL FTE	Annual Personnel Costs	Indirect Costs	Total Annual Costing
	Full Time (21-40 Hrs)	Half Time (20 or less Hrs)				
Program Manager/Director >1200 individuals			0	$ -		$ -
Program Manager/Director 900 - 1199 individuals			0			$ -
Program Manager/Director <900 individuals			0			$ -
Supervisors			0			$ -
Case Manager			0			$ -
Administrative Support			0			$ -
Oregon Needs Assessement ONA (CM)			0			$ -
Designated Referral Coordinator DRC (CM)			0			$ -
Eligibility Case Manager *(CDDP only)*			0			$ -
APS Specialist *(CDDP Only)*			0			$ -
Licensors / Certification *(CDDP only)*			0			$ -
* List other staff funded with DD funding						
			0			$ -
			0			$ -
			0			$ -
			0			$ -
* List temporary/limited duration staff funded with DD funding						
			0			$ -
			0			$ -
			0			$ -
			0			$ -
Please enter staffing info for each position applicable to your organization inside the red grid			0		$ -	$ -

Follow-up Questions:		
1. Are your staff part of a union?		Select answer from drop-down menu
2. How many offices does your CME have that is open to the public?		Select answer from drop-down menu
3. Do you have staff that work from home?		Select answer from drop-down menu

4. How many home offices does your CME provide supplies?		Select answer from drop-down menu
5. Does your CME employ bilingual staff?		Select answer from drop-down menu
6. How many bilingual staff are employed at your CME?		Select answer from drop-down menu
7. Does your CME offer a pay differential for bilingual staff?		Select answer from drop-down menu
8. How much is the pay differential for bilingual staff per hour?		Select answer from drop-down menu

*Please describe duties of other staff:

*Please describe duties or temporary/limited duration staff:

Please provide any additional informaton you would like to share about how your CME meets the WLM staffing.

By completing this survey you are complying with your 25-27 contract requirement located in:
CDDP Contracts: Exhibit B, Part 1 "Operations and Administration Terms and Conditions," Section o. "Workload Model." (1).

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: IGA #PO-10000-00064963 , hereinafter referred to as "Document."

I, Anthony DeBone (Name) Chair, Board of County Commissioners (Title)

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

Deschutes County by email.

Contractor's name

On _____ ,
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

_____ _____
Authorizing signature Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August 27, 2025

SUBJECT: Approval of a Purchase Agreement, Dedication Deed, and Temporary Construction Easement from MHC TT, LP for Right of Way for the South Century Drive/Huntington Road Intersection Improvement Project

RECOMMENDED MOTION:
Move approval of Document No. 2025-809 (Purchase Agreement), Document No. 2025-810 (Dedication Deed), and Document Number 2025-811 (Temporary Construction Easement) from MHC TT, LP for Right of Way for the South Century Drive/Huntington Road Intersection Improvement Project.

BACKGROUND AND POLICY IMPLICATIONS:
Upon its adoption of Resolution No. 2025-032, the Board of Commissioners authorized the Road Department to negotiate with owners of properties impacted by the South Century Drive/Huntington Road Intersection Improvement project for the acquisition of right of way. During preliminary design of the project, it was determined that a portion of Tax Lot No. 2011000002510, owned by MHC TT, LP, would be impacted by the project. The Road Department has negotiated with the property owner for right-of-way acquisition, with the result that the property owner has agreed to the following:

Instrument:	Dedication Deed
Area:	±74,923 sq. ft. (±1.72 acre)
Compensation:	$32,094.00
Other Consideration:	None

Instrument:	Temporary Construction Easement (TCE)
Area:	±24,463 sq. ft. (±0.56 acre)
Compensation:	$1,206.00
Other Consideration:	None

BUDGET IMPACTS:

The County will make payment to the property owner in the amount of $33,300.00, which is budgeted in the Department's Fiscal Year 2025-2026 Road Capital Improvement Plan budget.

ATTENDANCE:

Cody Smith, County Engineer/Assistant Road Department Director

REVIEWED LEGAL COUNSEL After recording return to: Deschutes County Road Dept. 61150 S.E. 27th Street Bend, Oregon 97701	For Recording Stamp Only

PURCHASE AGREEMENT
SOUTH CENTURY DRIVE: SUNRIVER CORRIDOR INTERSECTIONS IMPROVEMENT PROJECT
MHC TT, L.P.
File No.: 001

THIS AGREEMENT is made and entered into by and between **DESCHUTES COUNTY, OREGON**, a political subdivision of the State of Oregon, ("County"); and **MHC TT, L.P.** ("Grantor"), on the following terms and conditions:

RECITALS

1. South Century Drive and Huntington Road are part of the County road system under the jurisdiction and control of County.

2. County is constructing the South Century Drive: Sunriver Corridor Intersections Improvement project, which includes improvement of the intersection of South Century Drive and Huntington 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 **Exhibit A** and depicted in the attached **Exhibit 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** and depicted in the attached **Exhibit B** by deed of dedication and

temporary construction easement for the total purchase price of **Thirty-Three Thousand Three Hundred and 00/100 ($33,300.00)**.

2. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project or three (3) calendar years following the date all required signatures are obtained, whichever is sooner.

GRANTOR OBLIGATIONS

1. Grantor shall provide County with fully signed and executed deed of dedication 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. Upon Grantor's execution of deed of dedication, 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 understands that this Agreement does not convey any water rights appurtenant to the subject property. If water rights are appurtenant to the subject property, Grantor shall make the necessary arrangements with the applicable irrigation district to transfer water rights to another portion of Grantor's property or quit claim water rights back to the appropriate irrigation district prior to Grantor's execution of dedication deed.

8. Grantor acknowledges that performance of County's obligations under this Agreement constitute just and full compensation for the property (both the dedication and the temporary construction easement) 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 deed of dedication and temporary construction easement, County will deliver payment to Grantor in the amount of **Thirty-Three Thousand Three Hundred and 00/100 Dollars $33,300.00)**. The County will not require you to vacate the property being acquired earlier than 90 days following this letter or within 30 days after payment (less deposits) whichever is later. You will be given the specific date to vacate the area acquired, when payment is made to you.

2. County will be responsible for payment of all recording fees or other costs required for recording conveyance instruments.

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.

4. The rights granted herein shall be subject to any and all existing easements, rights of way, covenants, liens, and other encumbrances affecting 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 19TH day of AUGUST, 2025.

Name: BARDYA KAHROBAIE
Title: VICE PRESIDENT

STATE OF ARIZONA)
) SS.
County of MARICOPA)

Before me, a Notary Public, personally appeared BARDYA KAHROBAIE, and acknowledged the foregoing instrument.

Dated this 19th day of AUGUST, 2025

NOTARY PUBLIC FOR MARICOPA COUNTY, AZ
My Commission Expires: 8/23/2027

Donna Rosenblum
Notary Public
Maricopa County, Arizona
My Comm. Expires 08-23-27
Commission No. 654765

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

DATED this _____ day of _____, 20___.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

_____
ANTHONY DEBONE, CHAIR

_____
PATTI ADAIR, VICE-CHAIR

ATTEST:

_____
PHIL CHANG, COMMISSIONER

_____
Recording Secretary

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Anthony DeBone, Patti Adair, 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 _____, 20___.

_____
NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

Parametrix
let's create tomorrow, together

EXHIBIT A
RIGHT-OF-WAY DEDICATION
TAX LOT 2510
TAX MAP 20 11 00

A TRACT OF LAND, BEING A PORTION OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF THE SOUTHWEST ONE-QUARTER (SW1/4) SECTION 20, TOWNSHIP 20 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20, MARKED BY A 2-1/2 INCH BRASS CAP STAMPED "R. OMAN PLS702, 1982"; THENCE NORTH 73°27'51" EAST 173.02 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SOUTH CENTURY DRIVE(BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES TO), AND THE POINT OF BEGINNING;

THENCE ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

99.04 FEET ALONG A NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 560.00 FEET, THROUGH A CENTRAL ANGLE OF 10°08'00", AND A CHORD OF SOUTH 87°00'17" EAST 98.91 FEET;

THENCE NORTH 87°55'43" EAST 369.68 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH CENTURY DRIVE (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES);

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE NORTH 14°16'13" EAST 299.13 FEET;

THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE SOUTH 65°39'47" WEST 234.11 FEET;

THENCE SOUTH 58°28'17" WEST 385.56 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED TRACT OF LAND CONTAINS 1.72 ACRES MORE OR LESS.

SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD AND THOSE COMMON AND APPARENT ON THE LAND.

BEARINGS FOR THIS DESCRIPTIONS ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Corey Pacheco

Digitally signed by Corey Pacheco
DN: C=US, E=cpacheco@parametrix.com, CN=Corey Pacheco
Date: 2025.03.25 16:05:44-07'00'

OREGON
JULY 11, 2023
COREY PACHECO
101863

EXPIRES: 12-31-2026

Parametrix
let's create tomorrow, together

EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT
TAX LOT 2510
TAX MAP 20 11 00

A TRACT OF LAND, BEING A PORTION OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF THE SOUTHWEST ONE-QUARTER (SW1/4) SECTION 20, TOWNSHIP 20 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20, MARKED BY A 2-1/2 INCH BRASS CAP STAMPED "R. OMAN PLS702, 1982"; THENCE NORTH 73°27'51" EAST 173.02 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SOUTH CENTURY DRIVE (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES), AND THE POINT OF BEGINNING;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE 45.40 FEET CURVE TO THE RIGHT, WITH A RADIUS OF 560.00 FEET, THROUGH A CENTRAL ANGLE OF 04°38'43", AND A CHORD OF NORTH 79°36'56" WEST 45.39 FEET;

THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE NORTH 12°10'30" EAST 15.06 FEET;

THENCE SOUTH 77°49'38" EAST 30.70 FEET;

THENCE NORTH 58°28'17" EAST 387.51 FEET;

THENCE NORTH 37°02'38" EAST 104.51 FEET;

THENCE NORTH 65°39'47" EAST 200.00 FEET TO THE WEST RIGHT-OF-WAY OF SOUTH CENTURY DRIVE (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES);

THENCE ALONG SAID WEST RIGHT-OF-WAY SOUTH 14°16'13" WEST 89.58 FEET;

THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE SOUTH 65°39'47" WEST 234.11 FEET;

THENCE SOUTH 58°28'17" WEST 385.56 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED TRACT OF LAND CONTAINS 24,463 SQUARE FEET MORE OR LESS.

SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD AND THOSE COMMON AND APPARENT ON THE LAND.

BEARINGS FOR THIS DESCRIPTIONS ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Corey Pacheco

Digitally signed by Corey Pacheco
DN: C=US, E=cpacheco@parametrix.com, CN=Corey Pacheco
Date: 2025.03.25 16:06:10-07'00'

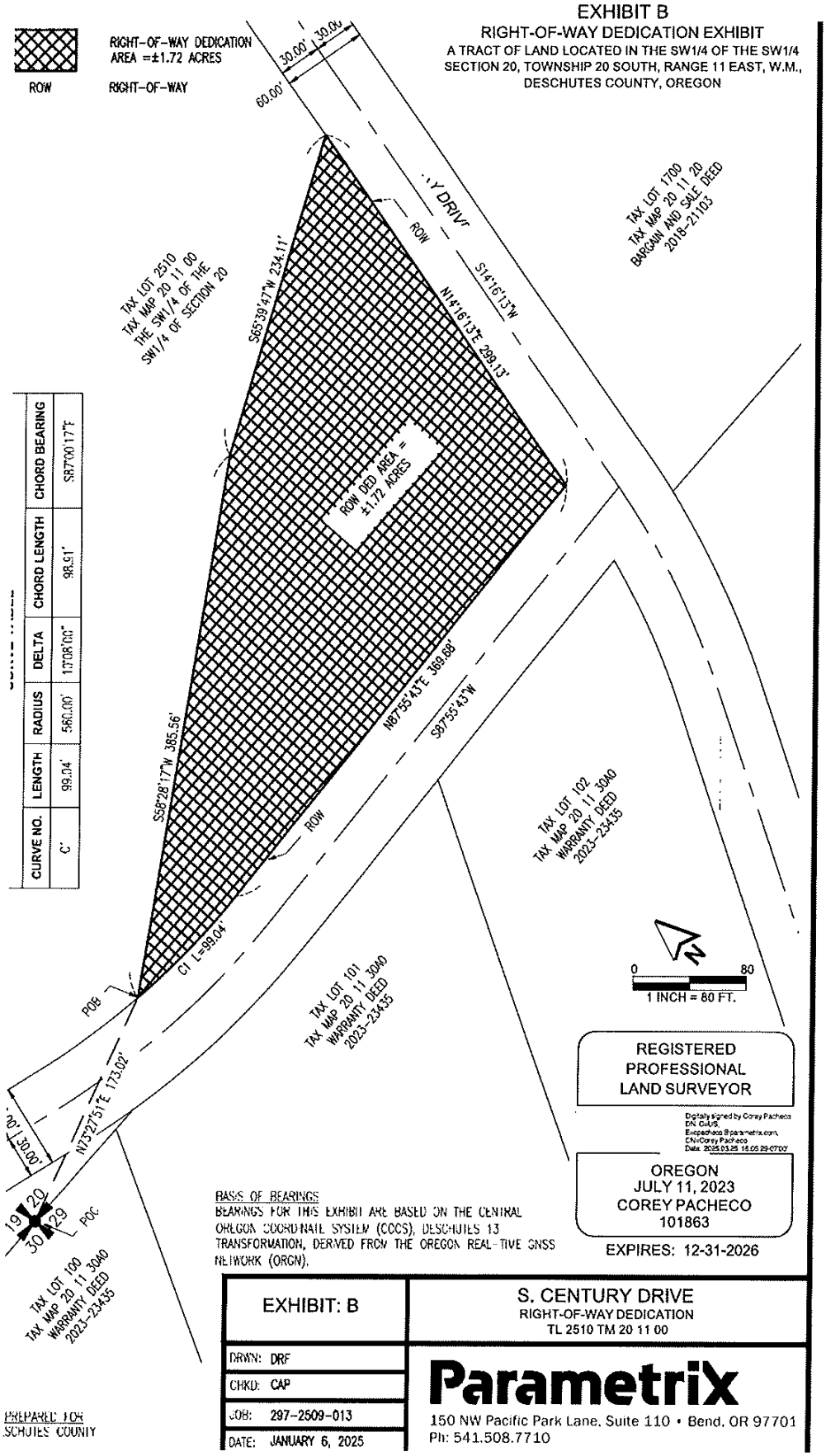
OREGON
JULY 11, 2023
COREY PACHECO
101863

EXPIRES: 12-31-2026

EXHIBIT B

RIGHT-OF-WAY DEDICATION EXHIBIT

A TRACT OF LAND LOCATED IN THE SW1/4 OF THE SW1/4 SECTION 20, TOWNSHIP 20 SOUTH, RANGE 11 EAST, W.M., DESCHUTES COUNTY, OREGON



CURVE NO.	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	99.04'	560.00'	17°08'00"	98.91'	S87°00'17"E

REGISTERED PROFESSIONAL LAND SURVEYOR

Digitally signed by Corey Pacheco
DN: C=US, E=cpacheco@parametrix.com, CN=Corey Pacheco
Date: 2025.03.25 16:05:29-07'00'

OREGON
JULY 11, 2023
COREY PACHECO
101863

EXPIRES: 12-31-2026

BASIS OF BEARINGS:
BEARINGS FOR THIS EXHIBIT ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (CCCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).

PREPARED FOR:
DESCHUTES COUNTY

EXHIBIT: B	S. CENTURY DRIVE RIGHT-OF-WAY DEDICATION TL 2510 TM 20 11 00
DRWN: DRF	
CHKD: CAP	
JOB: 297-2509-013	
DATE: JANUARY 6, 2025	

Parametrix
150 NW Pacific Park Lane, Suite 110 • Bend, OR 97701
Ph: 541.508.7710

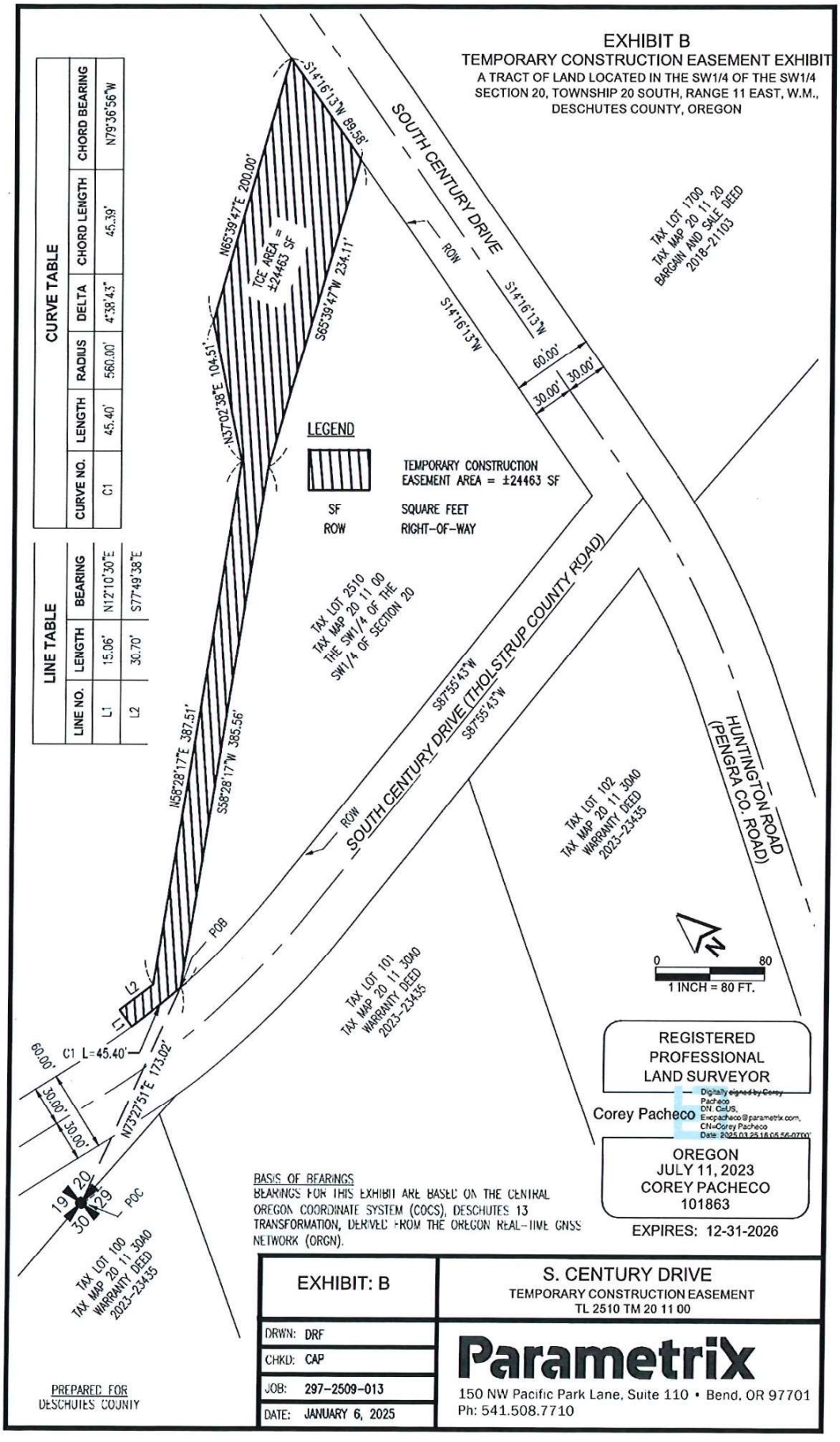


EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
A TRACT OF LAND LOCATED IN THE SW1/4 OF THE SW1/4
SECTION 20, TOWNSHIP 20 SOUTH, RANGE 11 EAST, W.M.,
DESCHUTES COUNTY, OREGON
CURVE TABLE
CURVE NO. | LENGTH | RADIUS | DELTA | CHORD LENGTH | CHORD BEARING
C1 | 45.40' | 560.00' | 4°38'43" | 45.39' | N79°36'56"W
LINE TABLE
LINE NO. | LENGTH | BEARING
L1 | 15.06' | N12°10'30"E
L2 | 36.70' | S77°49'38"E
LEGEND
TEMPORARY CONSTRUCTION EASEMENT AREA = ±24463 SF
SF SQUARE FEET
ROW RIGHT-OF-WAY
S14°16'13"W 89.58'
N65°39'47"E 200.00'
TCE AREA = ±24463 SF
S65°39'47"W 234.11'
N37°02'38"E 104.51'
N58°28'17"E 387.51'
S58°28'17"W 385.56'
SOUTH CENTURY DRIVE
ROW
S14°16'13"W
60.00'
30.00'
30.00'
TAX LOT 1700
TAX MAP 20 11 20
BARGAIN AND SALE DEED
2018-21103
TAX LOT 2510
TAX MAP 20 11 00
THE SW1/4 OF THE
SW1/4 OF SECTION 20
S87°55'43"W
SOUTH CENTURY DRIVE (THOLSTRUP COUNTY ROAD)
S87°55'43"W
ROW
HUNTINGTON ROAD
(PENGRA CO. ROAD)
TAX LOT 102
TAX MAP 20 11 3040
WARRANTY DEED
2023-23435
TAX LOT 101
TAX MAP 20 11 3040
WARRANTY DEED
2023-23435
TAX LOT 100
TAX MAP 20 11 3040
WARRANTY DEED
2023-23435
POB
POC
L1
L2
C1 L=45.40'
60.00'
30.00'
30.00'
N73°27'51"E 173.02'
19 20 29 30
0 80
1 INCH = 80 FT.
BASIS OF BEARINGS
BEARINGS FOR THIS EXHIBIT ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).
REGISTERED PROFESSIONAL LAND SURVEYOR
Digitally signed by Corey Pacheco
DN: C=US, E=cpacheco@parametrix.com, CN=Corey Pacheco
Date: 2025.03.25 16:05:56-07'00'
Corey Pacheco
OREGON
JULY 11, 2023
COREY PACHECO
101863
EXPIRES: 12-31-2026
EXHIBIT: B
S. CENTURY DRIVE
TEMPORARY CONSTRUCTION EASEMENT
TL 2510 TM 20 11 00
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DATE: JANUARY 6, 2025
Parametrix
150 NW Pacific Park Lane, Suite 110 • Bend, OR 97701
Ph: 541.508.7710
PREPARED FOR
DESCHUTES COUNTY

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

MHC TT, L.P., 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-Two Thousand Ninety-Four and 00/100 Dollars ($32,094.00)**.

DATED this 19th day of August, 2025.

Name: BARDYA KAHROBAIE
Title: VICE PRESIDENT

STATE OF ARIZONA)
) SS.
County of MARICOPA)

Before me, a Notary Public, personally appeared BARDYA KAHROBAIE and acknowledged the foregoing instrument.

Dated this 19th day of AUGUST, 2025.

NOTARY PUBLIC FOR MARICOPA County, AZ
My Commission Expires: 8/23/2027

Donna Rosenblum
Notary Public
Maricopa County, Arizona
My Comm. Expires 08-23-27
Commission No. 654765

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 _____, 2025.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

_____
ANTHONY DEBONE, CHAIR

_____
PATTI ADAIR, VICE CHAIR

ATTEST:

_____
PHIL CHANG, COMMISSIONER

_____
Recording Secretary

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Anthony DeBone, Patti Adair, 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 _____, 2025.

_____
NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

Parametrix
let's create tomorrow, together

EXHIBIT A
RIGHT-OF-WAY DEDICATION
TAX LOT 2510
TAX MAP 20 11 00

A TRACT OF LAND, BEING A PORTION OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF THE SOUTHWEST ONE-QUARTER (SW1/4) SECTION 20, TOWNSHIP 20 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE SOUTH 58°28'17" WEST 385.56 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED TRACT OF LAND CONTAINS 1.72 ACRES MORE OR LESS.

SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD AND THOSE COMMON AND APPARENT ON THE LAND.

BEARINGS FOR THIS DESCRIPTIONS ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Corey Pacheco

Digitally signed by Corey Pacheco
DN: C=US, E=cpacheco@parametrix.com, CN=Corey Pacheco
Date: 2025.03.25 16:05:11-07'00'

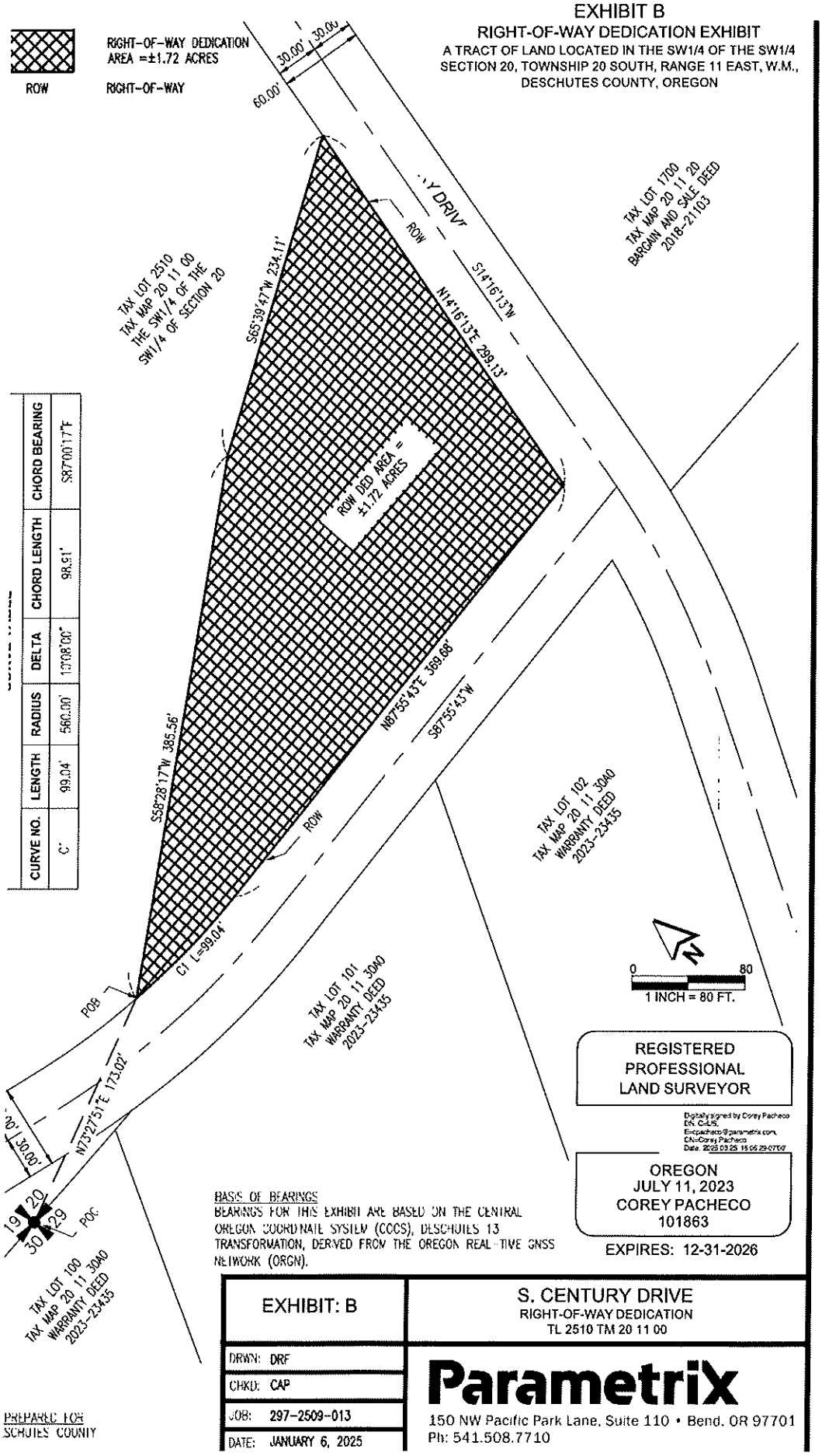
OREGON
JULY 11, 2023
COREY PACHECO
101863

EXPIRES: 12-31-2026

EXHIBIT B

RIGHT-OF-WAY DEDICATION EXHIBIT

A TRACT OF LAND LOCATED IN THE SW1/4 OF THE SW1/4
SECTION 20, TOWNSHIP 20 SOUTH, RANGE 11 EAST, W.M.,
DESCHUTES COUNTY, OREGON



CURVE NO.	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	99.04'	560.00'	10°08'00"	98.91'	S87°00'17"E

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally signed by Corey Pacheco
DN: C=US,
E=cpacheco@parametrix.com,
CN=Corey Pacheco
Date: 2025.03.25 15:05:29-07'00'

OREGON
JULY 11, 2023
COREY PACHECO
101863

EXPIRES: 12-31-2026

BASIS OF BEARINGS
BEARINGS FOR THIS EXHIBIT ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).

EXHIBIT: B	S. CENTURY DRIVE RIGHT-OF-WAY DEDICATION TL 2510 TM 20 11 00
DRWN: DRF	
CHKD: CAP	
JOB: 297-2509-013	
DATE: JANUARY 6, 2025	

PREPARED FOR
DESCHUTES COUNTY

Parametrix
150 NW Pacific Park Lane, Suite 110 • Bend, OR 97701
Ph: 541.508.7710

REVIEWED

LEGAL COUNSEL

After recording return to:
Deschutes County Road Department
61150 S.E. 27th Street
Bend, Oregon 97702

For Recording Stamp Only

TEMPORARY CONSTRUCTION EASEMENT

MHC TT, L.P., Grantor, does hereby grant to Deschutes County, Oregon, Grantee, its successors and assigns, a Temporary Construction Easement for construction purposes, over and across the Grantor's property as described in Exhibit "A" and depicted on Exhibit "B", attached hereto and by this reference incorporated herein.

The true consideration for this conveyance is **One Thousand Two Hundred Six and 00/100 Dollars ($1,206.00)** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

The Grantee's use of the easement shall include the right for the Grantee, its employees, agents, assigns, contractors and employees of contractors, to enter and use the easement area for construction work in connection with the South Century Drive: Sunriver Corridor Intersections Improvements Project, South Century Drive/Huntington Road Roundabout project ("Project").

The term and duration of this temporary construction easement shall be from start date of construction to the completion of the Project, or two (2) calendar years following the date all required signatures are obtained, whichever is sooner.

This document is intended to grant easements on the property described, not to convey fee title or any interest in the underlying property except as expressly stated herein. The easements granted shall not prevent Grantors from the use of said property provided, however, that such use shall not be permitted to interfere with the rights herein granted. Grantor shall not be permitted to endanger the lateral support of any facilities constructed within or adjacent to the easements granted herein.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all damages to Grantor's remaining property, if any, which may result from the acquisition or use of said property and the construction or improvement in the public way.

The rights granted herein shall be subject to any and all existing easements, rights of way, covenants, liens, and other encumbrances affecting the property. Grantor hereby covenants

to and with Grantee that they are the owner of said property and will warrant and defend the easement rights herein granted from all lawful claims whatsoever, except as stated herein.

DATED this 19th day of August, 2025.

Name: BARDYA KAHROBALE
Title: VICE PRESIDENT

STATE OF ARIZONA)
) SS.
County of MARICOPA)

Before me, a Notary Public, personally appeared BARDYA KAHROBAIE, and acknowledged the foregoing instrument.

Dated this 19th day of AUGUST 2025.

NOTARY PUBLIC FOR MARICOPA County, AZ
My Commission Expires: 8/23/2027

Donna Rosenblum
Notary Public
Maricopa County, Arizona
My Comm. Expires 08-23-27
Commission No. 654765

ACCEPTANCE

Deschutes County, acting by and through its Board of County Commissioners, does hereby accept the foregoing Temporary Construction Easement.

DATED this _____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

_____
ANTHONY DEBONE, CHAIR

_____
PATTI ADAIR, VICE CHAIR

ATTEST:

_____
PHIL CHANG, COMMISSIONER

_____
Recording Secretary

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Anthony DeBone, Patti Adair, 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 _____, 2025.

_____
NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

Parametrix
let's create tomorrow, together

EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT
TAX LOT 2510
TAX MAP 20 11 00

A TRACT OF LAND, BEING A PORTION OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF THE SOUTHWEST ONE-QUARTER (SW1/4) SECTION 20, TOWNSHIP 20 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20, MARKED BY A 2-1/2 INCH BRASS CAP STAMPED "R. OMAN PLS702, 1982"; THENCE NORTH 73°27'51" EAST 173.02 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SOUTH CENTURY DRIVE (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES), AND THE POINT OF BEGINNING;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE 45.40 FEET CURVE TO THE RIGHT, WITH A RADIUS OF 560.00 FEET, THROUGH A CENTRAL ANGLE OF 04°38'43", AND A CHORD OF NORTH 79°36'56" WEST 45.39 FEET;

THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE NORTH 12°10'30" EAST 15.06 FEET;

THENCE SOUTH 77°49'38" EAST 30.70 FEET;

THENCE NORTH 58°28'17" EAST 387.51 FEET;

THENCE NORTH 37°02'38" EAST 104.51 FEET;

THENCE NORTH 65°39'47" EAST 200.00 FEET TO THE WEST RIGHT-OF-WAY OF SOUTH CENTURY DRIVE (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES);

THENCE ALONG SAID WEST RIGHT-OF-WAY SOUTH 14°16'13" WEST 89.58 FEET;

THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE SOUTH 65°39'47" WEST 234.11 FEET;

THENCE SOUTH 58°28'17" WEST 385.56 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED TRACT OF LAND CONTAINS 24,463 SQUARE FEET MORE OR LESS.

SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD AND THOSE COMMON AND APPARENT ON THE LAND.

BEARINGS FOR THIS DESCRIPTIONS ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Corey Pacheco

Digitally signed by Corey Pacheco
DN: C=US, E=cpacheco@parametrix.com, CN=Corey Pacheco
Date: 2025.03.25 16:06:10-07'00'

OREGON
JULY 11, 2023
COREY PACHECO
101863

EXPIRES: 12-31-2026

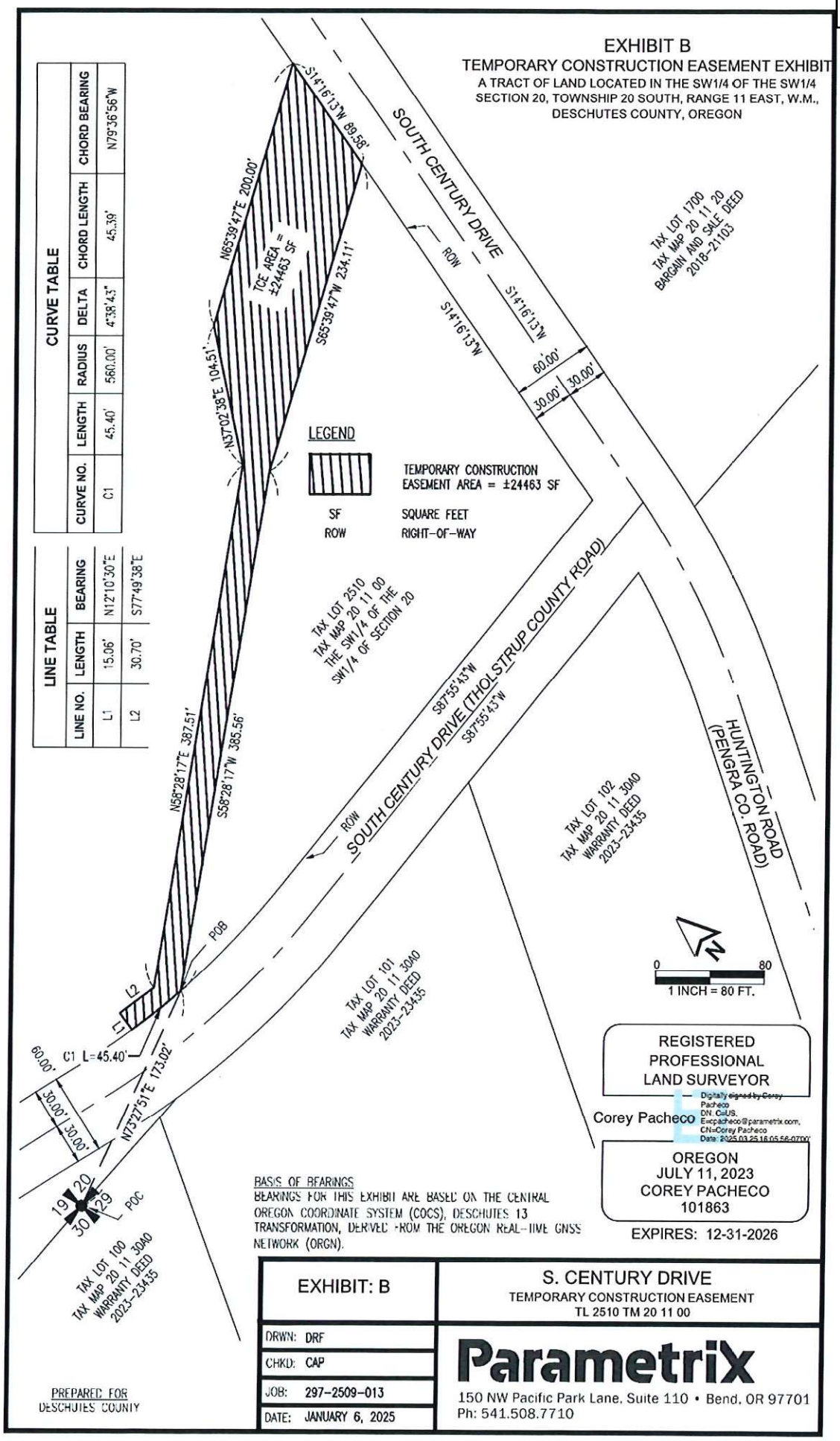


EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
A TRACT OF LAND LOCATED IN THE SW1/4 OF THE SW1/4
SECTION 20, TOWNSHIP 20 SOUTH, RANGE 11 EAST, W.M.,
DESCHUTES COUNTY, OREGON
CURVE TABLE
CURVE NO. | LENGTH | RADIUS | DELTA | CHORD LENGTH | CHORD BEARING
C1 | 45.40' | 560.00' | 4°38'43" | 45.39' | N79°36'56"W
LINE TABLE
LINE NO. | LENGTH | BEARING
L1 | 15.06' | N12°10'30"E
L2 | 30.70' | S77°49'38"E
S14°16'13"W 89.58'
N65°39'47"E 200.00'
TCE AREA = ±24463 SF
S65°39'47"W 234.11'
N37°02'38"E 104.51'
N58°28'17"E 387.51'
S58°28'17"W 385.56'
SOUTH CENTURY DRIVE
ROW
S14°16'13"W
60.00'
30.00'
30.00'
TAX LOT 1700
TAX MAP 20 11 20
BARGAIN AND SALE DEED
2018-21103
LEGEND
TEMPORARY CONSTRUCTION EASEMENT AREA = ±24463 SF
SF SQUARE FEET
ROW RIGHT-OF-WAY
TAX LOT 2510
TAX MAP 20 11 00
THE SW1/4 OF THE
SW1/4 OF SECTION 20
S87°55'43"W
SOUTH CENTURY DRIVE (THOLSTRUP COUNTY ROAD)
S87°55'43"W
ROW
HUNTINGTON ROAD
(PENGRA CO. ROAD)
TAX LOT 102
TAX MAP 20 11 30A0
WARRANTY DEED
2023-23435
POB
L2
L1
C1 L=45.40'
60.00'
30.00'
30.00'
N73°27'51"E 173.02'
POC
19 20
30 29
TAX LOT 101
TAX MAP 20 11 30A0
WARRANTY DEED
2023-23435
TAX LOT 100
TAX MAP 20 11 30A0
WARRANTY DEED
2023-23435
N
0
80
1 INCH = 80 FT.
REGISTERED
PROFESSIONAL
LAND SURVEYOR
Corey Pacheco
Digitally signed by Corey Pacheco
DN: C=US, E=cpacheco@parametrix.com, CN=Corey Pacheco
Date: 2025.03.25 16:05:56-07'00'
OREGON
JULY 11, 2023
COREY PACHECO
101863
EXPIRES: 12-31-2026
BASIS OF BEARINGS
BEARINGS FOR THIS EXHIBIT ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).
PREPARED FOR
DESCHUTES COUNTY
EXHIBIT: B
S. CENTURY DRIVE
TEMPORARY CONSTRUCTION EASEMENT
TL 2510 TM 20 11 00
DRWN: DRF
CHKD: CAP
JOB: 297-2509-013
DATE: JANUARY 6, 2025
Parametrix
150 NW Pacific Park Lane, Suite 110 • Bend, OR 97701
Ph: 541.508.7710

BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August, 27, 2025

SUBJECT: Approval of an Intergovernmental Agreement with the Oregon Youth Authority accepting funding for Juvenile Crime Basic and Diversion Services

RECOMMENDED MOTION:
Move approval of Document No. 2025-848, an Intergovernmental Agreement with the Oregon Youth Authority providing funding for Juvenile Crime services.

BACKGROUND AND POLICY IMPLICATIONS:
Through the Oregon Youth Authority, the state provides counties with funding each biennium to support basic juvenile department services ("Basic Services") as well as services targeting offenders at higher risk for commitment to state custody ("Diversion Services"). This represents a long-term funding source from the State of Oregon for juvenile services.

This Intergovernmental Agreement covers the 2025–2027 biennium, during which the county was allocated $960,017. The county will use these funds to provide, among other programs, Functional Family Therapy (for both Basic and Diversion services), detention-based health care services (Basic Services), and services specific to girls and young women who are in detention or under supervision. Funding will also support continued collaboration with other county, state, and private/non-profit programs to create a comprehensive continuum of juvenile crime services.

BUDGET IMPACTS:
The county will receive $960,017 for the 2025-2027 biennium on a reimbursement basis. Funding is included as budgeted revenue in the Juvenile division's adopted FY26 budget.

ATTENDANCE:
Trevor Stephens, Deschutes County Community Justice Business Manager
Michele Winters, Juvenile Division Management Analyst

Oregon
Tina Kotek, Governor

Oregon Youth Authority
Procurement Unit
530 Center Street NE, Suite 500
Salem, OR 97301-3765
Phone: 503-373-7371
Fax: 503-373-7921
www.oregon.gov/OYA

Document Return Statement

July 2, 2025

Re: Agreement #15422 hereafter referred to as "Agreement"

Please complete and return the following documents:

- This Document Return Statement
- Completed Signature Page

If you have any questions or concerns with the above-referenced Agreement, please feel free to contact Riley Dunagan, Procurement and Contract Specialist, at Riley.D.Dunagan@oya.oregon.gov.

Please complete the below:

I _____, _____
(Name) (Title)

received a copy of the above-referenced Agreement, consisting of 35 pages between the State of Oregon, acting by and through its **Oregon Youth Authority** and **Deschutes County** by email from OYA Procurement Unit on the date listed above.

On _____, I signed the electronically transmitted Agreement without change.

_____ _____
Authorized Signature Date

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format call the State of Oregon, Oregon Youth Authority, Procurement Unit, at 503-373-7371.

STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT
JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES

Agreement #15422

This Juvenile Crime Prevention Basic Services and Diversion Services Intergovernmental Agreement (the "Agreement") is between the State of Oregon acting by and through its **Oregon Youth Authority** (**"OYA"** or **"Agency"**) and **Deschutes County,** a political subdivision of the State of Oregon (**"County"**).

WHEREAS, pursuant to ORS 190.110, ORS 420.019 and ORS 420A.010(6), the parties have authority to enter into intergovernmental cooperative agreements, and therefore agree to work together, focusing on the Oregon Benchmark – Preventing and Reducing Juvenile Crime, and to improve collaborative efforts.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **Effective Date and Duration.** This Agreement shall become effective as of **July 1, 2025.** Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2027**.

2. **Consideration.** The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is **$960,017.00.** Payments shall be in accordance with the requirements in Exhibit E.

3. **Agreement Documents, Order of Precedence.** This Agreement consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control.

   This Agreement without Exhibits
   Exhibit A Definitions
   Exhibit B Terms and Conditions
   Exhibit C Program Requirements
   Exhibit D Provider Requirements
   Exhibit E Funding
   Exhibit F Service Tracking in JJIS
   Exhibit G Service Plan

   All exhibits by this reference are hereby made part of this Agreement. Exhibits A-F are attached; Exhibit G is not attached but will be on file with County and OYA.

The parties, by signature of their authorized representative, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT COUNTY HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

I hereby certify and affirm I am eligible and authorized to sign this agreement on behalf of the County.

By:_____ Date:_____

Title:_____

Mailing Address:_____

_____

Facsimile:_____

AGENCY: STATE OF OREGON, acting by and through its Oregon Youth Authority

By:_____ Date:_____
Name:

Mailing Address: 530 Center St. NE, Suite 500
Salem, Oregon 97301-3740
Facsimile: (503) 373-7921

Approved as to Legal Sufficiency by the **Attorney General's Office:** (Required if total amount owing under the Agreement, including amendments, exceeds or is likely to exceed $250,000.00)

By: Susan Amesbury via email Date: 06302025
Assistant Attorney General

Reviewed and Approved by **OYA Agreement Administrator:**

By: Template Approved Date: 06272025
Laura Ward

Reviewed by **OYA Procurement Specialist:**

By:_____ Date:_____
Riley Dunagan

JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES INTERGOVERNMENTAL AGREEMENT
EXHIBIT A
DEFINITIONS

As used in this Agreement, the following words and phrases shall have the indicated meanings.

1. **"Adjudicated youth"** has the meaning set forth in ORS 420.005.

2. **"Administrative Costs"** means Allowable Costs incurred by County or a Provider in administering implementation of the Service Plan, as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.

3. **"Agreement"** means this Intergovernmental Agreement between OYA and County.

4. **"Allowable Costs"** means those costs that are reasonable and necessary for delivery of Services in implementation of the Service Plan as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.

5. **"Claim"** has the meaning set forth in Section 15 of Exhibit B. As used in Exhibit D, "Claim" has the meaning set forth in Section 1 of Exhibit D.

6. **"Client"** means any individual who receives a Service.

7. **"Close Custody Facility"** for purposes of this Agreement means OYA Youth Correctional Facilities and OYA Transition Programs.

8. **"Community Programs"** means those services and sanctions operated or administered by OYA and provided to delinquent youth outside the Close Custody Facilities. These include, but are not limited to, residential youth programs, certified family resources, individualized services, and other programs developed in accordance with the Service Plan.

9. **"County"** has the meaning set forth in the first paragraph of this Agreement.

10. **"Diversion Funds"** means funds provided under this Agreement for Diversion Services. Diversion Funds are part of the budget of the Oregon Youth Authority.

11. **"Diversion Services"** means services outlined in the Service Plan as defined under ORS 420.017 and 420.019 and OAR 416-410-0030. Diversion Services are community based and operated to divert commitment of adjudicated youth and, effective January 1, 2026, referred youth, from OYA Close Custody Facilities.

12. **"Evaluation Costs"** means Allowable Costs incurred by a County or a Provider and associated with completion of administration of risk screen, interim review, and JJIS data fields.

13. **"JCP Basic Services"** or **"Basic Services"** means services outlined in the Service Plan and provided under this Agreement for detention and other juvenile department services including shelter care, treatment services, graduated sanctions and aftercare for youth.

14. **"JCP Basic Services Funds"** means funds provided under this Agreement for JCP Basic Services. JCP Basic Services Funds are part of the budget of the Oregon Youth Authority.

15. **"JJIS"** is the Juvenile Justice Information System administered by OYA under ORS 420A.223.

16. **"OYA"** means the Oregon Youth Authority.

17. **"Provider"** has the meaning set forth in Section 5 of Exhibit B.

18. **"Referred youth"** means a person under 18 years of age who is alleged to have committed an act that is a violation, or, if done by an adult would constitute a violation, of a law or ordinance of the United States or a state, county or city.

19. **"Service"** means any service or group of related services delivered as part of Service Plan implementation.

20. **"Service Plan"** means the County's plan for 2025-2027 JCP Basic and Diversion Services approved by OYA and developed in coordination with the Local Coordinated Comprehensive Plan, the provisions of which are incorporated herein by this reference. The Service Plan includes, by funding source, high level outcomes, services to be provided, and a budgeted amount for each service. Until the Service Plan for 2025-2027 has been developed and approved as described above, the term "Service Plan" has the meaning set forth in Exhibit C, Section 4.

21. **"Supplanting"** means replacing funding County would have otherwise provided to the County Juvenile Department to serve the target populations in this Agreement.

22. "**Target Population for Basic Services**" means youths ages 10 to 17 years of age who have been referred to a County Juvenile Department and who can benefit from services of the County Juvenile Department, including but not to limited to, detention, shelter care, treatment services, graduated sanctions, and aftercare, and who have more than one of the following risk factors:

    a. Antisocial behavior;
    b. Poor family functioning or poor family support;
    c. Failure in school;
    d. Substance abuse problems; or
    e. Negative peer association.

23. **"Target Population for Diversion Services"** for Services provided through December 31, 2025 means adjudicated youth ages 12 to 18 years of age who have been adjudicated for a Class A Misdemeanor or more serious act of delinquency and who have been identified to be at risk of commitment to OYA Close Custody Facilities. For Services provided on or after January 1, 2026, **"Target Population for Diversion Services"** means referred youth or adjudicated youth ages 12 to 18 years of age, referred or adjudicated (as applicable) for a Class A Misdemeanor or more serious act of delinquency and who have been identified to be at risk of commitment to OYA Close Custody Facilities.

24. The term **"Youth,"** when used without the modifier "adjudicated" or "referred," includes both adjudicated youth and referred youth.

JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT B
TERMS AND CONDITIONS

1. **Payment and Recovery of Funds**

   a. **Payment Generally.** Subject to the conditions precedent set forth below, OYA shall pay funds to the County as set forth in Exhibit E for performance of Services under this Agreement on an expense reimbursement basis.

   b. **Payment Requests and Notices.** County shall send all payment requests and notices, unless otherwise specified in this Agreement, to OYA.

   c. **Conditions Precedent to Payment.** OYA's obligation to pay funds to County under this Agreement is subject to satisfaction, with respect to each payment, of each of the following conditions precedent:

      (i) OYA has received sufficient funding, appropriations and other expenditure authorizations to allow OYA, in the exercise of its reasonable administrative discretion, to make the payment.

      (ii) No default as described in Section 7 of this Exhibit has occurred.

      (iii) County's representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of payment with the same effect as though made on the date of payment.

      (iv) OYA has received a timely written quarterly expenditure report/payment request from County on a form designated by OYA. County shall provide copies of expense documentation (such as receipts) with the quarterly expenditure report/payment request, upon the request of OYA.

      (v) OYA has received from County and approved the County's Service Plan for the 2025-2027 biennium and OYA has received from County any Service Plan amendments, as applicable, as described in Exhibit C, Section 6 on or prior to the date of the payment request.

      (vi) The expenditure report/payment request is received no later than 60 days after the termination or expiration of this Agreement.

   d. **Recovery of Funds.** If payments to County by OYA under this Agreement, are made in error or are found by OYA to be excessive under the terms of this Agreement, OYA, after giving written notification to the County shall enter into nonbinding discussions with County within 15 days of the written notification. If, after discussions, the parties agree that payments were made in error or found to be excessive, OYA may withhold payments due to County under this Agreement in such amounts, and over such periods of time, as are deemed necessary by OYA to recover the amount of the overpayment. If, after discussions, the parties do not agree that the payments were made in error or found to be excessive, the parties may agree to consider further appropriate dispute resolution processes, as provided in Section 29 of this Exhibit B. This Section 1.d. shall survive expiration or earlier termination of this Agreement and be fully enforceable thereafter.

      (i) Subject to the debt limitations in Article XI, Section 10 of the Oregon Constitution, OYA's right to recover overpayments from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.

(ii) If the exercise of OYA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.

(iii) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with OYA.

(iv) Nothing in this Section 1.d shall require County or OYA to act in violation of state or federal constitutions, statutes, regulations or rules.

(v) Nothing in this Section 1.d shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. Representations and Warranties

a. County represents and warrants as follows:

(i) **Organization and Authority**. County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

(ii) **Due Authorization**. The making and performance by County of this Agreement (1) has been duly authorized by all necessary action by County and (2) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any other governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

(iii) **Binding Obligation**. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

(iv) **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to OYA hereunder or in connection with this Agreement are true and accurate in all materials respects.

(v) **Services.** The delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Service Plan.

b. OYA represents and warrants as follows:

(i) **Organization and Authority**. OYA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

(ii) **Due Authorization**. The making and performance by OYA of this Agreement (1) has been duly authorized by all necessary action by OYA and (2) does not and will not violate any

provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OYA is a party or by which OYA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OYA of this Agreement, other than approval by the Department of Justice if required by law.

(iii) **Binding Obligation.** This Agreement has been duly executed and delivered by OYA and constitutes a legal, valid and binding obligation of OYA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

(iv) **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to County hereunder or in connection with this Agreement are true and accurate in all materials respects.

c. The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

3. Expenditure of Funds

County may expend the funds provided to County under this Agreement solely on Allowable Costs necessarily incurred in implementation of the Service Plan during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement):

a. No more than 10% of the aggregate funds paid under this Agreement to County may be expended on Administrative Costs and Evaluation Costs. These limits apply in total to all County government organizational units, Providers and subcontractors. This applies to all funds paid pursuant to this Agreement. County shall record Administrative Costs on forms provided by OYA.

b. County may expend Diversion Services funds and Basic Services funds solely on Diversion Services and Basic Services, respectively.

c. County may not expend and shall prohibit all Providers from expending on the delivery of any Service, any funds provided to County under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of that Service.

d. County may not use funds provided to County under this Agreement to reimburse any person or entity for expenditures made, or to pay for goods or services provided, prior to July 1, 2025 or after the termination date of this Agreement.

e. County shall not use the funds provided to County under this Agreement to supplant money otherwise provided to the County Juvenile Department for services to delinquent youth. County reductions to local funding do not constitute supplanting if the County reductions to local funding are taken proportionately across all County departments.

4. Expenditure Reports

County shall submit to OYA, on forms designated by OYA, a quarterly written detail expenditure report on the County's actual expenditures during the prior calendar quarter that are consistent with the Service Plan. County shall provide copies of expense documentation (such as receipts) with the quarterly expenditure report/payment request, upon the request of OYA. County shall retain copies of the expense documentation in accordance with Section 6 of this Exhibit B.

5. Provider Contracts

Except as otherwise expressly provided in the Service Plan, County may contract with a third person or entity (a "Provider") for delivery of a particular Service or portion thereof (a "Provider Contract"). County may permit a Provider to subcontract with a third person or entity for delivery of a particular Service or portion thereof and such subcontractors shall also be considered Providers for purposes of this Agreement and the subcontracts shall be considered Provider Contracts for purposes of this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. The Provider Contract must be in writing and contain all provisions of this Agreement necessary for County to comply with its obligations under this Agreement and applicable to the Provider's performance under the Provider Contract, including but not limited to, all provisions of this Agreement that expressly require County to require Provider's compliance with respect thereto. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OYA upon request.

6. Records Maintenance, Access, and Confidentiality

a. County shall maintain, and require all Providers to maintain, all fiscal records relating to this Agreement and any Provider Contract, as applicable, in accordance with generally accepted accounting principles. In addition, County shall maintain, and require all Providers to maintain, any other records (including but not limited to statistical records) pertinent to this Agreement in such a manner as to clearly document County's and each Provider's performance. County acknowledges and agrees that OYA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal and statistical records and other books, documents, papers, plans and writings of County that are pertinent to this Agreement to perform examinations, audits and program reviews and make excerpts and transcripts. A copy of any audit or report will be made available to County. County shall retain and keep accessible all such fiscal and statistical records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

b. Unless otherwise required by law, the use or disclosure by the County and its employees and agents of any information concerning a recipient of Services, for any purpose not directly connected with the administration of the County's responsibilities with respect to such Services, is prohibited, except on written consent of the person or persons authorized by law to consent to such use or disclosure. The County shall prohibit the use or disclosure by the County's Providers and their employees and agents of any information concerning a recipient of Services provided under the applicable Provider Contracts, for any purpose not directly connected with the administration of the County's or Provider's responsibilities with respect to such Services, except on written consent of the person or persons authorized by law to consent to such use or disclosure. All records and files shall be appropriately secured to prevent access by unauthorized persons. The County shall, and shall require its Providers to, comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of Client records.

c. OYA shall include a provision in its contracts with contractors who utilize information related to the Services provided under this Agreement for research purposes, providing that contractor and its subcontractors under that contract shall not release confidential information on individual youth for purposes unrelated to the administration of the contract or required by applicable law, and a provision that contractor or its subcontractors under that contract shall appropriately secure all records and files to prevent access by unauthorized persons.

d. County shall maintain and require all Providers to maintain a Client record for each youth that receives a Service.

7. County Default

County shall be in default under this Agreement upon the occurrence of any of the following events:

a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Service Plan;

b. Any representation, warranty or statement made by County herein or in any documents or reports made by County in connection herewith that are reasonably relied upon by OYA to measure the delivery of Services, the expenditure of funds or the performance by County is untrue in any material respect when made;

c. County (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

8. OYA Default

OYA shall be in default under this Agreement upon the occurrence of any of the following events:

a. OYA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or

b. Any representation, warranty or statement made by OYA herein or in any documents or reports made by OYA in connection herewith that are reasonably relied upon by County to measure performance by OYA is untrue in any material respect when made.

9. Termination

a. County Termination. County may terminate this Agreement in its entirety or may terminate its obligation to provide services under this Agreement for Diversion Services or Basic Services, individually:

(i) For its convenience, upon 90 days advance written notice to OYA.

(ii) Upon 30 days advance written notice to OYA, if OYA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice.

(iii) Upon 45 days advance written notice to OYA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion.

(iv) Immediately upon written notice to OYA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. OYA Termination. OYA may terminate this Agreement in its entirety or may terminate its obligation to provide funds under this Agreement for Diversion Services or Basic Services, individually:

(i) Upon 90 days advance written notice to County, if OYA determines, in its sole discretion, to end all or any portion of the funds to County under this Agreement.

(ii) Upon 45 days advance written notice to County, if OYA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient, in the exercise of OYA's reasonable administrative discretion, to meet the payment obligations of OYA under this Agreement.

(iii) Immediately upon written notice to County if Oregon or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OYA does not have the authority to meet its obligations under this Agreement or no longer has the authority to provide the funds from the funding source it had planned to use.

(iv) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OYA may specify in the notice.

(v) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to deliver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular group of Services (Diversion or Basic) impacted by loss of necessary licensure or certification.

(vi) Immediately upon written notice to County, if OYA determines that County or any of its Providers have or may have endangered, or are or may be endangering the health or safety of a Client or others.

10. Effect of Termination

a. Entire Agreement. Upon termination of this Agreement in its entirety, OYA shall have no further obligation to pay funds to County under this Agreement, whether or not OYA has paid to County all funds described in Exhibit E. Notwithstanding the foregoing, OYA shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by OYA and where the invoice was submitted within 60 days of the termination of the Agreement.

b. Individual Funding Source. Upon termination of OYA's obligation to provide funding under this Agreement for Services in a particular area (Diversion or Basic), OYA shall have no further obligation to pay or disburse any funds to County under this Agreement for Services in that

area. Notwithstanding the foregoing, OYA shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by OYA and where the invoice was submitted within 60 days of the termination of the Agreement.

c. **Survival.** Notwithstanding subsections (a) through (b) above, exercise of the termination rights in Section 9 of this Exhibit B or expiration of this Agreement in accordance with its terms, shall not affect County's or OYA's obligations under this Agreement or OYA's or County's right to enforce this Agreement against County or OYA in accordance with its terms, with respect to funds actually received by County under this Agreement, or with respect to Services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 9 of this Exhibit B or expiration of this Agreement shall not affect either party's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, contribution obligations, indemnity obligations, governing law and consent to jurisdiction, assignments and successors in interest, Provider Contract obligations, Provider insurance obligations, ownership of intellectual property obligations, OYA's spending authority, the restrictions and limitations on County's expenditure of funds actually received by County hereunder, or OYA's right to recover from County, in accordance with the terms of this Agreement, any funds paid to County that are identified by OYA as an overpayment. If a termination right set forth in Section 9 of this Exhibit B is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

11. Unilateral Modification

If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated or allotted for implementation of the Services under this Agreement, OYA may, by written notice to County, unilaterally increase or decrease the amount of the funding in this Agreement, in proportion to the increase or decrease in the appropriation or allotment, provided that OYA increases or decreases, in the same proportion, the funds awarded to all other counties under similar agreements. In such a circumstance, if requested by either party, the parties shall execute an amendment to this Agreement reflecting an increase or decrease in the funding implemented under this Section. Nothing in this Section shall limit or restrict OYA's rights under this Agreement to suspend payment of funds or to terminate this Agreement (or portion thereof as provided in Section 9 of this Exhibit B) as a result of a reduction in appropriations or allotments. This Section 11 is not applicable to any funding change that requires a different or new service to be provided. In response to a funding change pursuant to this Section 11 of the Agreement, County shall submit a new Service Plan to OYA for approval in a format and timeline prescribed by OYA. Such Service Plan shall be effective no sooner than the effective date of the funding change.

12. Notice

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid to County or OYA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice delivered by electronic mail shall be effective on the day of notification of delivery to the recipient's e-mail system. Any communication or notice given by personal delivery shall be effective when actually delivered.

To Agency: Sandra Santos
Oregon Youth Authority
530 Center St. NE, Suite 500

Salem, Oregon 97301-3765
Voice: (503)-779-3938
Facsimile: (503) 373-7921
E-mail: sandra.santos@oya.oregon.gov

To County: Deevy Holcomb
Deschutes County
1300 NW Wall Street, Ste 200
Bend, OR 97701
Voice: (541) 322-7644
E-Mail: Deevy.Holcomb@deschutes.org

The supervising representatives of the parties for purposes of this Agreement are indicated above.

Should a change in the Agency's or County's representative become necessary, Agency or County will notify the other party of such change in writing. Such change shall be effective without the necessity of executing a formal amendment to this Agreement.

13. Severability
The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

14. Counterparts
This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

15. Governing Law, Consent to Jurisdiction
This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and/or any other agency or department of the State of Oregon) and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court in the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

16. Compliance with Applicable Law
Both parties shall comply and County shall require all Providers to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, the parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the

Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; (x) all state laws requiring reporting of Client abuse; and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OYA, that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. County shall require that all Providers comply with these requirements and obtain any insurance required elsewhere in this Agreement.

17. Assignments, Successors in Interest

a. County shall not assign, delegate, or transfer its interest in this Agreement without prior written approval of OYA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OYA may deem necessary. No approval by OYA of any assignment or transfer of interest shall be deemed to create any obligation of OYA in addition to those set forth in the Agreement.

b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

18. No Third Party Beneficiaries

OYA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that OYA and County's performance under this Agreement is solely for the benefit of OYA and the County to assist and enable OYA and the County to accomplish their respective missions. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

19. Integration and Waiver

This Agreement, including all of its Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. The remedies provided herein are cumulative and not exclusive of any remedies provided by law. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

20. Amendment

No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all the parties except as provided in Section 11 of this Exhibit B and Sections 4.a and 6.d of Exhibit C, and in any event no amendment, modification, or change of terms shall be effective until all approvals required by law have been obtained from the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

21. Headings

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

22. Construction

The provisions in this Agreement are the product of extensive negotiations between the State of Oregon and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.

23. Contribution

a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligations under this Section with respect to the Third Party Claim.

b. With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

c. With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

24. Limitation of Liabilities

EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO SECTION 23 OF THIS EXHIBIT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

25. Ownership of Intellectual Property

a. Except as otherwise expressly provided herein, or as otherwise provided by state or federal law, OYA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OYA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (i) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 25.a(i) on OYA's behalf, and (iii) sublicense to third parties the rights set forth in Section 25a(i).

b. If state or federal law requires that OYA or County grant to the United States a license to any intellectual property or if state or federal law requires that OYA or the United States own the intellectual property, then County shall execute such further documents and instruments as OYA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OYA. To the extent that OYA becomes the owner of any intellectual property created or delivered by County in connection with the Services, OYA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

c. County shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OYA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law or otherwise requested by OYA.

26. Force Majeure

Neither OYA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes or war which is beyond the reasonable control of OYA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

27. HIPAA Compliance

To the extent applicable, County shall deliver Services in compliance with the Health Insurance Portability and Accountability Act as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time and the federal regulations implementing the Act (collectively referred to as HIPAA). County shall comply and require all Providers to comply with the following:

a. **Privacy and Security of Individually Identifiable Health Information.** Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OYA for purposes directly related to the provision of Services. However, County shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate any applicable privacy rules.

b. **Consultation and Testing.** If County reasonably believes that County's delivery of Services under this Agreement may result in a violation of HIPAA requirements, County shall promptly consult with OYA.

28. Criminal History Checks. The County shall ensure that any person having direct contact with OYA adjudicated youth under this Agreement has passed a criminal history check and meets the OYA's

criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0095 before the person provides unsupervised services under this Agreement.

Any person that has not yet passed a criminal history check must be supervised by a person who has passed such a test and does meet such standards when having direct contact with OYA adjudicated youth under this Agreement. Any person that has failed a criminal history check as set forth in OAR 416-800-0000 to 416-800-0095 is prohibited from providing services under this Agreement to OYA adjudicated youth.

29. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT C
PROGRAM REQUIREMENTS

1. **Outcomes**
County shall develop and implement its Service Plan for Juvenile Crime Prevention Basic Services and Diversion Services with the goal of achieving the following high level outcomes:

   a. Reduction of juvenile recidivism.
   b. Reduction or maintenance in the use of beds in OYA's Close Custody Facilities.
   c. Equitable service delivery.

2. **JCP Basic Services Target Population and Funded Services.** County shall target its Basic Services to the Target Population for Basic Services.

   a. JCP Basic Services Target Population are youths 10 to 17 years of age who have been referred to a County Juvenile Department and have more than one of the following risk factors:

      (i) Antisocial behavior.
      (ii) Poor family functioning or poor family support.
      (iii) Failure in school.
      (iv) Substance abuse problems.
      (v) Negative peer associations.

   b. JCP Basic Services funds provide primary County Juvenile Department services and sanctions that prevent local youth from re-offending in the community, including but not limited to, detention, shelter, treatment services, graduated sanctions, and aftercare.

3. **Diversion Services Target Population and Funded Services.** County shall target its Diversion Services to the Target Population for Diversion Services.

   a. Diversion Target Population for Services provided through December 31, 2025, are adjudicated youth 12 to 18 years of age who have been adjudicated for a Class A Misdemeanor or more serious act of delinquency and who have been identified to be at risk of commitment to OYA Close Custody Facility. Diversion Target Population for Services provided on and after January 1, 2026, means referred youth or adjudicated youth ages 12 to 18 years of age, referred or adjudicated (as applicable) for a Class A Misdemeanor or more serious act of delinquency and who have been identified to be at risk of commitment to OYA Close Custody Facilities.

   b. Diversion funds provide specialized services that prevent the highest risk local adjudicated youth and, for Services provided on and after January 1, 2026, referred youth, from being committed to OYA Close Custody Facilities. The services may include, but not be limited to, the following:

      (i) Detention and shelter services to the extent that they divert the target population from commitment to OYA Close Custody.

      (ii) Youth-specific treatment, including substance abuse treatment, sex offender treatment, family-based treatment services, gang intervention services, mental health treatment, and other services.

4. **Service Plan**

   a. Service Plan Submission. County shall submit a written JCP Basic Services and Diversion Services Plan in a format and within the timeline prescribed by OYA. County and OYA shall

work in good faith to modify the draft Service Plan so that it is acceptable to both parties and approved by OYA. Upon agreement, County shall implement Services according to the agreed-upon Service Plan. The Service Plan on file with OYA on the effective date of this Agreement is the Service Plan for the 2023-2025 biennium. Until the Service Plan for the 2025-2027 biennium has been approved by the OYA and is on file with the OYA, the Service Plan for the 2023-2025 biennium shall remain in effect and County shall continue to provide Services under that Plan; once the Service Plan for the 2025-2027 biennium has been approved by OYA and is on file with OYA, it shall replace the Service Plan for the 2023-2025 biennium and be incorporated into and be a part of this Agreement in accordance with Section 3 of this Agreement, without any further action on the part of the parties.

(i) The Service Plan shall include a budgeted amount for each service which will be the basis for the quarterly invoicing on OYA's prescribed format for Expenditure Reporting/Request For Payment as described in Exhibit B, Section 4.

(ii) All funded services under the Service Plan must focus on supporting the high level outcomes in Section 1 of this Exhibit C.

b. Service Plan Implementation. County shall implement, or through Providers shall require to be implemented, the JCP Basic Services and Diversion Services portions of the Service Plan as developed in 4.a. of this Section.

c. Evidence-Based Services and Programs. County shall work with OYA to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based programs and cost effectiveness. County shall work with OYA to develop a reporting process on County's evidence-based programs and services funded under this Agreement. County shall submit to OYA such reports on County's evidence-based programs and services funded under this Agreement at such frequency as may be requested by OYA.

d. Equitable Service Delivery. In order to ensure the programs and services that are funded under this Agreement are delivered equitably, and that they meet the state's goals and objectives for the provision of juvenile justice services, County shall provide OYA with the following:

(i) JCP Basic and Diversion Narrative Plan report, once per biennium, by July 15, 2025. The Narrative Plan report shall be on an OYA provided template and shall include:

- An overview of County data in order to convey the demand on services at the County level, the youth populations that are at risk of coming to OYA;
- A description of the services that the County anticipates needing during the 2025-2027 biennium in order to address the needs of diverse youth in the County; and
- Additional County level information about what is historically working, what is not working, and where there may be gaps in local services.

(ii) A completed JCP assessment for youth with a Formal Accountability Agreement (FAA) or higher disposition, due 90 days pre-disposition or 30 days post-disposition.

5. Cultural Competency

County shall deliver all Services and require all Providers to deliver Services in a culturally competent and gender appropriate manner.

6. Amendment to Service Plan

All amendments to the Service Plan shall be in a format prescribed by OYA. County must obtain OYA approval for any amendment that makes any significant change in the Service Plan. A significant change in the Service Plan includes but is not limited to any funding change in the categories of services outlined in the Service Plan. For the purposes of this Section 6, JCP Basic Services and Diversion Services are deemed separate funding sources. County shall follow the following requirements if it desires to change the Service Plan:

a. The Service Plan budget may be amended to change allocations between JCP Basic Services and Diversion Services or categories of services within a funding source while staying within the not-to-exceed Grand Total listed in Exhibit E.

b. County shall submit to OYA for review and approval any change(s) to the Service Plan budget aggregating 10% or greater of the total original budget for either of the funding sources listed in Exhibit E, counting the requested change and all previous changes to the Service Plan budget. Any such change(s) will not be effective without OYA's prior written approval.

c. County shall submit written notification to OYA for any change(s) to the Service Plan budget aggregating less than 10% of the total original budget for either of the funding sources listed in Exhibit E, counting the requested change and all previous changes to the Service Plan budget. This notification shall contain the substance of the change(s) and will be reviewed by OYA.

d. All changes to the Service Plan budget which comply with Sections 6.a and 6.b, or that comply with Sections 6.a and 6.c, shall be on file with OYA and shall become a part of the Service Plan and this Agreement from the effective date of the budget amendment without the necessity of executing a formal amendment to this Agreement. For purposes of this Section, the effective date of a Service Plan budget amendment is the date the Service Plan budget amendment is approved or notification is received by OYA, as applicable.

7. Grievance System

During the term of this Agreement, County shall establish and operate a system through which Clients receiving Services, and the Clients' parents or guardians, may present grievances about the delivery of the Services. At the time arrangements are made for delivery of Services to a particular Client, County shall advise the Client and the parents or guardian of the Client of the existence of this grievance system. County shall notify OYA of all unresolved grievances.

8. Reporting and Documentation

a. During the term of this Agreement, County shall provide OYA with the necessary service information to track treatment and accountability services in JJIS, as defined by JJIS policy, Exhibit F "Service Tracking in JJIS" as it may be from time to time amended, or by service extracts, for progress in achieving the high level outcomes. This information provision requirement also applies to providing information on funded services not tracked in JJIS.

b. In addition to the other reporting requirement of this Agreement, during the term of this Agreement, the County shall ensure that all OYA required data fields are entered into JJIS, unless a different process is approved by OYA.

c. If the County fails to meet any of the reporting requirements, OYA may conduct a performance review of the County's efforts under the Service Plan in order to identify ways in which the Service Plan may be improved. If, upon review, OYA determines that there are reasonable grounds to believe that County is not in substantial compliance with the Service Plan or this Agreement, OYA may notify the County regarding the alleged noncompliance and offer technical assistance, which may include peer review or other assistance, to reach such compliance. Nothing in this Section shall be construed to limit or restrict any OYA right arising out of County's default, as described in Exhibit B.

9. Youth Specific Reporting and Required Documentation

a. For all adjudicated youth from County committed to OYA for community placement or placement in a Close Custody Facility during the term of this Agreement, the County must provide the following to OYA at the time of commitment:

(i) A reformation plan or case plan that has been approved by OYA. County shall ensure that the reformation plan or case plan accompanies the adjudicated youth from the County at the time of commitment to OYA for community placement or placement in a Close Custody Facility.
(ii) Risk data derived from either a JCP Risk Screen tool or the OYA Risk/Needs Assessment tool.
(iii) Documentation of any mental health treatment;
(iv) Past and current prescribed psychotropic medication history;
(v) Past and existing suicidal ideation and behaviors;
(vi) All other information known to the County of behaviors that may be a risk of harm to adjudicated youth or others;
(vii) Documentation of any medical information or developmental disability that might affect adjudicated youth's ability to participate in activities or treatment.

b. County shall enter all youth specific service data in JJIS that is required for tracking services under this Agreement.

10. Other Agreement Requirements

a. At a minimum, the County shall ensure the following processes are available to support the Service Plan:

(i) Disposition of parole violations;
(ii) Community Programs;
(iii) Plan for providing detention back-up and back up to Community Programs;
(iv) A process for making Close Custody Facility placement recommendations in accordance with the Diversion Services portion of the Service Plan;
(v) Preliminary revocation hearings in the community to determine whether probable cause exists to believe parole has been violated and, if so, whether parole should be revoked or whether intermediate sanctions are appropriate. County shall provide the hearing report to the designated OYA representative immediately after the hearing concludes. County shall ensure that the hearings are conducted in accordance with OAR 416-300-0000 et seq. and other applicable state and federal law.

JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT D
PROVIDER REQUIREMENTS

1. Indemnification by Providers

County shall take all reasonable steps to cause its Provider(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's Provider or any of the officers, agents, employees or subcontractors of the Provider ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Provider from and against any and all Claims.

2. Provider Insurance Requirements

A. GENERAL

County shall require its first tier Provider(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Providers perform under contracts between County and the Providers (the "Provider Contracts"), and ii) maintain the insurance in full force throughout the duration of the Provider Contracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. County shall not authorize Providers to begin work under the Provider Contracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Provider Contracts permitting it to enforce Provider compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Provider Contracts as permitted by the Provider Contracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Provider to work under a Provider Contract when the County is aware that the Provider is not in compliance with the insurance requirements. As used in this section, a "first tier" Provider is a Provider with which the County directly enters into a contract. It does not include a subcontractor with which the Provider enters into a contract.

If Provider maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement Exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Provider.

B. TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Provider, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Provider shall require and ensure that each of its subcontractors complies with these requirements. If Provider is a subject employer, as defined in ORS 656.023, Provider shall also obtain employers' liability insurance coverage with limits not less than **$500,000.00** each accident. If Provider is an employer subject to any other state's workers' compensation law, Provider shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than **$500,000.00** and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Provider shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than **$5,000,000.00** and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY
☒ **Required** ☐ **Not required**

Provider shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage shall be written on an occurrence basis in an amount of not less than $1,000,000.00 per occurrence and not less than $2,000,000.00 annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE
☒ **Required** ☐ **Not required**

Provider shall provide Automobile Liability Insurance covering Provider's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than $1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY
☒ **Required** ☐ **Not required**

Provider shall provide Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement by the Provider and Provider's subcontractors, agents, officers or employees in an amount not less than $1,000,000.00 per claim and not less than $2,000,000.00 annual aggregate limit. If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Provider and Provider's subcontractors shall provide continuous claims made coverage as stated below.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE
☒ **Required** ☐ **Not required**

Provider shall provide Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the Agency covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Provider is responsible including but not limited to Provider and Provider's employees and volunteers. Policy endorsement's definition of an insured shall include the Provider, and the Provider's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than $1,000,000.00 per occurrence and not less than $3,000,000.00 annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE
A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and umbrella or excess policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Provider's primary and excess liability policies are exhausted.

If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance.

ADDITIONAL COVERAGE REQUIREMENTS
Provider's insurance shall be primary and non-contributory with any other insurance. Provider shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED
All liability insurance, except for Workers' Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under the Provider Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Provider's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, we require additional insured status with respect to liability arising out of ongoing operations and completed operations. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

WAIVER OF SUBROGATION:
Provider shall waive rights of subrogation which Provider or any insurer of Provider may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Provider will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Provider or the Provider's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE
If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Provider shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

(i) Provider's completion and Agency's acceptance of all Services required under this Agreement, or
(ii) Agency or Provider termination of this Agreement, or
(iii) The expiration of all warranty periods provided under this Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE
County shall obtain from the Provider a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION
The Provider or its insurer must provide at least 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW
Provider agrees to periodic review of insurance requirements by Agency under this Agreement and to provide updated requirements as mutually agreed upon by Provider and Agency.

STATE ACCEPTANCE
All insurance providers are subject to Agency acceptance. If requested by Agency, Provider shall provide complete copies of insurance policies, endorsements, self-insurance documents and

related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit D.

JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT E
FUNDING

SERVICE	TOTAL
DIVERSION	$440,732.00
JCP BASIC	$519,285.00
GRAND TOTAL	$960,017.00

The amounts indicated as the Grand Total above represents the maximum amount that OYA may pay to County under this Agreement. This amount is not a firm, fixed amount unconditionally guaranteed to be provided to County, but is a not-to-exceed amount expected to be available for allowable payments to County for performing the Services set forth in the Service Plan and other provisions of this Agreement. The specific amounts allocated for Diversion Services and JCP Basic Services above are not firm, fixed amounts, but are subject to change as provided in Sections 11 and 20 of Exhibit B and Section 6 of Exhibit C. Changes to the amounts allocated for Diversion Services and JCP Basic Services made pursuant to Section 6 of Exhibit C shall not alter the not-to-exceed amount of the Grand Total listed above.

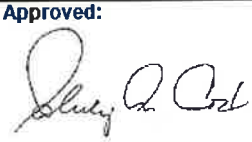
EXHIBIT F – SERVICE TRACKING IN JJIS

This Policy Statement "Service Tracking in JJIS" may be updated from time to time. County is responsible for checking OYA's Public website at http://www.jjis.state.or.us/policy/servicetracking.htm for the most current version. Below is an example of the Policy Statement current as of the date of this Agreement. Any additional forms listed within the example can be accessed by accessing the website listed above and following the associated links.

Oregon
Juvenile Justice Information System

Policy Statement

Service Tracking in JJIS

Approved:  Philip Cox, Co-Chair JJIS Steering Committee	**Effective Date:**	1/16/2013
	JJIS Steering Committee Approval:	12/19/2012
	JJIS Policy & Standards Committee Approval:	8/22/2012
	Supersedes:	
REFERENCE:		

PURPOSE:	• *To provide a standard for consistency in tracking services in JJIS;* • *To provide a threshold for a view of current juvenile justice practice;* • *To provide a foundation to compare trends in key service areas over time; and* • *To establish a foundation to develop capacity to measure results based on evidence*
DEFINITIONS:	Services are classified in JJIS according to Program Type as described below. Services are organized activities or programs designed to hold youth accountable for behavior or provide treatment, skills and capacities to change behavior.

Program Type	Definition
Accountability	Services designed to provide a consequence or an accountability experience for a youth. Examples include extended detention, community service, and restitution. Includes services designed to provide alternative service coordination for accountability experiences such as Sanction Court, Peer Court and Youth Court.
Competency Development	
Educational	Elementary and secondary education programs and services designed to assist a youth in obtaining either a high school diploma or a GED.
Independent Living	Services designed to assist a youth transition into independent living.

Program Type	Definition
Skill Development – Non-Residential	Non-residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring.
Skill Development – Residential	Residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring.
Therapeutic Foster Care	Foster care in homes with foster parents who have been trained to provide a structured environment that supports youth's learning social and emotional skills.
Vocational	Services to teach basic vocational skills, career exploration, skills and vocational assessment, vocational training, work experience, work readiness and life skills related to maintaining employment.
Family	
Family Counseling	General family counseling services.
Family Education	Family & Parent Training and Education services. This category excludes family mental health programs and multi-dimensional family services like Family Counseling, Multi-Systemic Therapy & Functional Family Therapy.
Functional Family Therapy	Empirically based family intervention services for youth and their families, including youth with problems such as conduct disorder, violent acting-out, and substance abuse. Service is conducted both in clinic settings as an outpatient therapy and as a home-based model
Multi-Systemic Therapy	Empirically based family intervention service for youth and their families that works on multi-systems within the family and extended family structure.
Fire Setter	
Fire Setter – Non-Residential	Non-residential treatment services for youth with inappropriate or dangerous use of fire.
Fire Setter – Residential	Residential treatment services for youth with inappropriate or dangerous use of fire.

Program Type	Definition
Gang	
Gang – Non-Residential	Non-residential services designed to address juvenile gang related behavior, membership and affiliation.
Gang – Residential	Residential services designed to address juvenile gang related behavior membership and affiliation.
Mental Health	
Mental Health – Non-Residential	Non-residential and aftercare services designed to treat specific DSM-IV Mental Health diagnoses.
Mental Health – Residential	Residential services designed to treat specific DS-MIV Mental Health diagnoses.
Co-Occurring	
Co-Occurring – Non-Residential	Non-residential and aftercare services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
Co-Occurring – Residential	Residential services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
Sex Offender	
Sex Offender – Non-Residential	Non-residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
Sex Offender – Residential	Residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
Substance Abuse	
Substance Abuse - Non-Residential	Non-residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency. Interventions include Drug Courts, DUII Impact Panels, Substance Abuse Education and Support Groups and Outpatient Treatment or after care.
Substance Abuse - Residential	Residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency.

Other Youth Services	
Drug Court	Specialized courts designed to handle cases involving substance abuse where the judiciary, prosecution, defense, probation, law enforcement, mental health, social service and treatment communities work together to break the cycle of addiction. Offenders agree to take part in treatment, regular drug screenings, and regular reporting to the drug court judge.
Mentoring	Services foster a relationship over a prolonged period of time between a youth and older, caring, more experienced individuals who provide help to the younger person to support healthy development.
Other – Residential	Residential services which are unable to be categorized with any of the existing categories.
Other – Youth Services	Other services which are unable to be categorized with any of the existing categories.
Victim Related	Services other than Restitution or Community Service that assist youth in developing empathy for victims of their crimes and provide opportunities to repair harm. Interventions in this category include Victim Impact Panels, Victim Offender Mediation.
Wrap Around	Planning process designed to create individualized plans to meet the needs of children and their families by utilizing their strengths. The exact services vary and are provided through teams that link children, families and foster parents and their support networks with child welfare, health, mental health, educational and juvenile justice service providers to develop and implement comprehensive service and support plans.
Assessment	Assessments and evaluations performed to help identify the need for specialized services.
Foster Care	Foster care
Medical	Medical services such as medication management, routine physicals and dental exams, tattoo removal services and other medical care.

POLICY:	Tracking and reporting on services provided to youth by Oregon's juvenile justice system provides a view of current juvenile justice practice, creates a preliminary framework to develop means of analyzing results in the future, and moves the juvenile system toward evidence-based practices.

Tracking

Required Tracking

All youth specific competency development, treatment services, and designated youth services funded with state Prevention, Basic, and Diversion funds and all OYA paid services in the following Program Types will be tracked in JJIS:

- Competency Development
  - Educational
  - Independent Living
  - Skill Development – Non-Residential
  - Skill Development – Residential
  - Therapeutic Foster Care
  - Vocational
- Family
  - Family Counseling
  - Family Education
  - Functional Family Therapy
  - Multi-Systemic Therapy
- Fire Setter
  - Fire Setter – Non-Residential
  - Fire Setter – Residential
- Gang
  - Gang – Non-Residential
  - Gang – Residential
- Mental Health
  - Mental Health – Non- Residential
  - Mental Health – Residential
- Co-Occurring
  - Co-Occurring – Non-Residential
  - Co-Occurring – Residential
- Sex Offender

- Sex Offender – Non-Residential
- Sex Offender – Residential

- Substance Abuse
  - Substance Abuse - Non-Residential
  - Substance Abuse - Residential

- Other Youth Specific Services
  - Drug Court
  - Mentoring
  - Other Residential
  - Other Youth Services
  - Victim Related
  - Wrap Around

At a minimum, the Service Start Date, End Date and Completion Status will be tracked consistent with local policy, using at least one of three JJIS features:

- Services
- Case Plan Interventions
- Programs attached to Conditions

In the event that multiple features have been used to track the same program with overlapping dates, JJIS will create a summary Service Episode record for reporting.

Services tracked in other JJIS features, such as Population Groups, will not be recognized in reports designed to analyze service records because the data will not be standardized with appropriate reporting attributes.

Unless otherwise approved to provide a comparable data file to include with reports, only those services tracked in one of the three approved features will be recognized in statewide JJIS reports. The annual published report will include only accountability, competency development, and treatment services.

Subject to local policy, service dosage, attendance, and participation may be tracked using the Attendance Tracking feature.

Optional Tracking

Service tracking is not required for the following basic and infrastructure services, but may be tracked according to local protocol.

- Accountability services designed to provide a consequence or an accountability experience for a youth.
  - Community Service
  - Work Crews

- Restitution Programs

- Accountability services designed to provide alternative service coordination for accountability experiences
  - Sanction Court
  - Peer Court
  - Youth Court
- Basic and Intensive supervision; offense specific caseloads; intensive monitoring
- * Basic pre-adjudicatory detention, detention sanctions, extended detention, and basic shelter care

* Detention and shelter based treatment programs may be tracked as service separate from the custody episode.

Non-trackable Services

- Other Basic Services
  - Assessments and Evaluations.
  - Medical Services
  - Activity Fees
  - Clothing Vouchers
  - Education (including GED Testing and Tutoring)
  - Electronic Monitoring & Tracking
  - Medication
  - **Polygraphs
  - School Liaison Counselor
  - Service Coordination
  - Translation Services
  - Transportation & Gas Voucher
  - **UA's.

** Polygraphs and UA's results may be tracked in Conditions.

Monitoring Data Integrity

Monitor Administrative - Set Up

OYA and county juvenile departments will review the providers and programs set up in JJIS at least annually to assure proper Program Type classification, accurate visibility to users in the drop down lists, and other optional reporting attributes. OYA and counties share provider and programs and it is essential that these attributes be set up correctly in order to assure accurate reporting.

	Counties programs also have a funding reporting attribute called Report Option – which identifies how a program is funded for a particular county during a specified date range. This is the only attribute that provides the opportunity to report on programs funded with state Diversion, Basic, and Prevention dollars and must be maintained. Counties are responsible to assure their Report Options are accurate. OYA's Diversion Specialist will facilitate an annual audit of county programs in JJIS to assure consistency with the annual Diversion and Basic plans, and will provide a copy of the annual inventory to the state office responsible for administering state Prevention funds to assure consistency with the Prevention plans. JJIS Report 562 – Active Program Report Options and Visibility can be used to monitor the administrative set up for a specific office. • http://www.jjis.state.or.us/reports/details/detail00562.htm **Monitor Service Tracking** A variety of reports have been developed to monitoring tracking throughout the year. Offices will use these reports to assure that services intended to be tracked are tracked. Data provided via a data file, instead of recorded in JJIS, will be included in these reports only if the data file has been submitted to the OYA Information System Reports team prior to the scheduling of the report in the format and within the timeline established by team. JJIS Report 363 – Program History Summary Extract - can be used to monitor service tracking data entry. This data extract can be scheduled for active during a date range, started during a date range, or ended during a date range for a specific reporting category and for a specific agency. • http://www.jjis.state.or.us/reports/details/detail00363.htm **Attendance Tracking** JJIS maintains a comprehensive Attendance Tracking feature to provide a way to document youth attendance and progress in a number of defined program sessions, and can be used to document group and individual treatment sessions. Offices will implement this feature subject to local policy. Offices that implement this feature are responsible to maintain the Program Course Definitions that are required to manage its use.
PROCEDURES:	**Tracking Services** 1. Determine which JJIS feature the office will use to track services: o Services o Case Plan Interventions

	○ Programs on Conditions 2. Determine when service will be tracked in JJIS – when service is opened, when service is closed, when case is closed. Services tracked when the case is closed might be excluded from reports. 3. Determine local protocol for who will enter the services. 4. Train staff on local policy and protocol. **Maintaining Provider/Programs in JJIS** 1. Conduct an annual inventory of Providers and Programs in JJIS. 2. Verify the program is still active for the office and other reporting attributes. 3. Submit changes to the JJIS Help Desk via the appropriate Provider/Program Request Form. Requests for new programs and requests to inactivate or remove visibility from a program must be initiated with the form. **Maintaining Attendance Tracking Course Definitions** 1. Conduct an annual inventory of active Course Definitions in JJIS. 2. Verify the course and course definitions are still active for the office. 3. Submit requests for new program course descriptions or changes to existing descriptions to the JJIS Help Desk the appropriate Provider/Program Request Form. Requests to inactivate an existing course description may be submitted by an authorized representative from your office to the JJIS Help Desk by email.
FORMS:	• OYA Provider Program and Course Definition Request Form (YA 1751) • JJIS Form 10a and 10b Instructions • JJIS Form 10a – County Provider Program Request Form (new program) • JJIS Form 10b – County Program Form (mass entry/annual review)

Deschutes County

Juvenile Crime Prevention Basic & Diversion Funding Plan Narrative

2025 - 2027

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Introduction

The State of Oregon, through the Oregon Youth Authority, provides funding to the county juvenile departments to support serving youth locally at the earliest intervention possible to prevent escalation deeper into the juvenile justice system. The two funding streams are called Juvenile Crime Prevention (JCP) Basic and JCP Diversion.

- JCP Basic Funds are allocated to support basic infrastructure for juvenile justice services. The target population is youth ages 10-17 and the goal is to prevent further offenses.
- JCP Diversion Funds are allocated to divert the highest risk youth from placement in OYA custody. The target population is youth ages 12-19 and the goal is to prevent escalation to OYA close custody placement.

The data attachments in this report (e.g. referrals, equitable services, youth needs) help to inform how the JCP funds are used in each county. This report and attachments provide an overview of data to convey the demand on services at the county level, populations at risk of coming to OYA, and services to address the needs of diverse youth in the county. In addition, information is offered to share what is working, what is not, and where there may be gaps in local services.

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County Budget and Youth Population

Juvenile Department Budget

County juvenile department services are funded from multiple sources that may include county general fund, federal, state, Juvenile Crime Prevention (JCP) basic and diversion, JCP prevention funding, other state or local resources, and grants. JCP prevention funds are administered by Youth Development Oregon and are separate from JCP basic and diversion funds.

Most of these funding types are combined into their total budget and not used to fund distinct services. For this reason, there is little ability to develop a causal connection between the state Juvenile Crime Prevention basic and diversion funding and outcomes (e.g., recidivism, escalation to OYA).

Fund Type	Percent of Total Budget
General Fund	76%
State	1%
Federal	0%
JCP Basic and Diversion	2%
JCP Prevention	2%
Other	19%

Juvenile Justice Continuum and County Services

While the juvenile justice system is divided into local and state services, it functions as a continuum with extensive collaboration and coordination between local county juvenile departments, the Central and Eastern Oregon Juvenile Justice Consortium (CEOJJC), and the Oregon Youth Authority. Each county and OYA have an Intergovernmental Agreement that guides the collaborative process between them. In addition, some counties have local services or assistance that OYA may access, providing financial benefits to the state. This may include local services or programs that counties share with OYA, such as detention or youth development programs.

1. Provide an example of how your department and OYA collaborated to support the needs of youth in your area.

☒ Staffing Cases
☒ Detention
☒ Share Local Programs
☒ Transportation

Deschutes County Juvenile Community Justice (DCJCJ) regularly collaborates with the Oregon Youth Authority (OYA) to support the needs of youth in our community. Collaboration often begins informally with a meeting involving the

community justice officer, a DCJCJ supervisor, and an OYA representative to discuss a specific case. The primary goal of this early coordination is to determine whether the youth's risks and needs can be effectively addressed within the community before initiating a formal Placement Committee meeting.

Occasionally, OYA participates in Escalation Multi-Disciplinary Team (EMDT) meetings facilitated by our department. These meetings, which typically occur prior to formal OYA involvement, are designed to mitigate risks associated with a youth's potential escalation to OYA custody.

When necessary, DCJCJ requests a formal Placement Committee meeting, which is facilitated by the DCJCJ Behavioral Health Supervisor. The purpose of this meeting is to thoroughly review the youth's current situation, assess risk and needs, and develop recommendations that are in the best interest of the youth, their family, and the community. OYA participates in these meetings to help evaluate current services, identify service gaps or barriers, and collaboratively determine appropriate placement and support options.

Additional collaboration between DCJCJ and OYA also occurs when a youth is already in placement but may need further support to avoid removal from a program or prevent unnecessary detention episodes.

2. Describe the process your department will use to provide hearings officers and conduct preliminary parole revocation hearings.

We have several staff members trained to serve as hearing officers. Traditionally, the process begins with a notification from OYA indicating that a hearing is required. We then schedule the hearing with one of our trained staff within the designated timeframes. After the hearing concludes, the hearing officer submits the final documentation to OYA.

Total County Youth Population (Youth 10-17) [Attachment A]

The total county youth population represents the youth who could potentially be referred to the juvenile department. Historically, the youth population has determined the amount of funds distributed to each county. Attachment A shows the total youth population, ages 10-17, as well as a breakdown by race, who reside in the county.

Youth Served

Youth Referred to the Juvenile Department [Attachment B]

Youth are referred to the juvenile department for charges ranging from dependency status offenses (e.g., runaway), violations (e.g., Minor in Possession of Alcohol) and criminal offenses (e.g., misdemeanor and felony). The total number of youth referred demonstrates the volume of youth processed by each department and informs the overall need or demand for services and interventions in the county.

The counts and demographics of youth are broken down by total youth referrals (which includes criminal, violations, and dependency status) and youth referred only for criminal offenses. Additionally, data is provided for youth who received a referral for a Class A misdemeanor or Felony crime. If adjudicated for an A Misdemeanor or Felony, this population of youth are eligible for commitment to OYA for a youth correction facility, based on public safety concerns or the needs of the youth. The data is provided in Attachment B; note: youth are only counted once in each table and are categorized by the most serious offense the youth was referred for during the reporting period.

3. Provide any comments regarding referrals

In Deschutes County, we recognize that there is overrepresentation of African American, Hispanic, and Native American youth in referrals relative to their proportion of the overall youth population (ages 10–17). This disparity highlights the need to continue and deepen our work around restorative justice and equity.

We acknowledge that many of these disparities originate before a youth ever comes into contact with our system. However, as part of that broader system, we have a responsibility to model equitable practices and to collaborate with others to address and eliminate these disparities. This includes working closely with local schools, law enforcement, the District Attorney's Office, and the Court to explore opportunities for expanding restorative and equitable approaches to decision-making at all stages, especially where referrals and charging decisions occur.

Deschutes County Community Justice has implemented several strategies to support more equitable service delivery. One key approach is the use of structured decision-making tools, including a series of matrices that guide our processes from referral through disposition, as well as in response to technical or new law violations. At every decision point, a youth's Juvenile Crime Prevention (JCP) score, harm created by the behavior and the severity of their offense are considered to help ensure consistent and fair outcomes.

Despite these efforts, we recognize that the availability of culturally responsive and gender-specific services in our community remains limited. To address this, we have taken steps to increase accessibility and inclusivity. We've begun translating all official documents into Spanish and have prioritized hiring Spanish-speaking staff to provide services. Additionally, interpreter services are available for youth and families that we work with.

We are also excited to have recently launched some program development efforts with a local service provider who specializes in culturally responsive mentor services and we are working with them to develop a program for youth on supervision in Deschutes County. We also continue to offer mentor and support services in detention, specifically designed for youth who identify as Indigenous and will be working to expand these services to youth on supervision. This program incorporates mentorship and a craft circle, which ultimately benefits all youth in the facility. As a department, we are committed to continuous improvement in understanding and addressing racial and gender inequities.

Youth Dispositions [Attachment C]

The disposition of all referrals to the juvenile justice system, which includes criminal offenses, violations, and dependency status offenses, provides information about how cases in the juvenile justice system are resolved. This can include taking no action (e.g. because of insufficient evidence to proceed, review and close), informal handling (e.g. diversion process, peer court), or formal court involvement (e.g. county probation, OYA commitment).

This data provided in Attachment C demonstrates the types of dispositions imposed, broken down by sex, age, and race/ethnicity. Note that youth are counted only once in each table and are categorized by the most intense disposition imposed for each youth during the reporting period.

4. Provide any comments regarding dispositions

We are seeing the same patterns of overrepresentation at the point of disposition, with African American, Hispanic, and Native American youth receiving outcomes that reflect disparities similar to those seen at referral. This underscores the importance of continuing the strategies outlined above—such as structured decision-making tools, culturally responsive services, and intentional efforts to improve language access and inclusivity. As we strive to ensure equity throughout every stage of our system, we remain committed to modeling these practices and working in partnership with schools, law enforcement, the courts, and community organizations to address and reduce racial and ethnic disparities.

JCP Risk Assessment Completion [Attachment D]

The data represents the percentage of JCP risk assessments completed for each youth who received that disposition within the timeframes indicated, during calendar year 2024. (Attachment D)

5. Discuss what factors contributed to the completion rate for JCP risk assessments. Please include strategies to increase the completion rate in the future.

As part of our process, our Intake unit conducts a Juvenile Crime Prevention (JCP) assessment for all youth entering our system. Community Justice Officers (CJOs) reassess youth as needed throughout supervision and again at case closure. The JCP assessment is the primary tool guiding our routing matrix and structured decision-making process, and it plays a central role in determining the appropriate level of supervision and services each youth receives. We are pleased that 93% of our assessments fall within the targeted range. We believe this level of consistency is largely due to our process that includes an intake unit and routing matrix with structured decision-making based on risk. To maintain this standard, we provide regular JCP trainings for new staff, as well as ongoing interrater reliability checks and refresher trainings to ensure fidelity across the department.

Juvenile Crime Prevention Risk Assessment – Highlight of Needs [Attachment E]

The Juvenile Crime Prevention (JCP) risk assessment is used by juvenile departments to identify youth criminogenic risk and needs in the areas of school, peers, family functioning, substance use, attitudes and mental health. The JCP results are used to inform the service needs within the community. Note: based on the resolution of a case, a JCP assessment may not be completed on every youth referred to the juvenile department.

A summary of youth needs as identified by the JCP assessment is provided in Attachment E.

6. Provide any comments regarding JCP assessment data

Our risk-based process, grounded in the JCP assessment and guided by our routing matrix, is designed to promote equity and reduce the potential for arbitrary decision-making. By relying on objective risk and need factors rather than subjective judgment, we ensure that all youth are assessed and routed consistently based on their individual profiles. More recently, we have observed increases in specific JCP assessment risk areas, particularly in the history of reported child abuse, domestic violence, and substance use. These are areas where FFT is especially impactful, as the model is designed to address complex family dynamics and behavioral health challenges that contribute to youth risk. Internally, we are also working on a process to improve substance use disorder (SUD) services by offering some limited in-house support. These services would be provided by our FFT therapist and it is likely clients would also be enrolled in FFT services.

This structured approach helps us interrupt disparities in how decisions are made and services are delivered. Having a dedicated Intake unit that specializes in conducting these initial assessments is a key strength of our model. Their expertise ensures fidelity to the assessment process, and their early involvement allows for the timely identification of barriers and connection to appropriate resources. This early intervention is critical to effectively addressing each youth's risk and need areas—particularly those related to child abuse, domestic violence, and substance use—setting the foundation for more equitable and effective outcomes throughout their involvement in the system.

Equity

Relative Rate Index Data [Attachment F]

The Relative Rate Index or RRI is a way to compare experiences of different groups of youth, typically broken down by race or ethnicity, within the juvenile justice system. In the context of this data, youth of color refers to African American, Asian American, Native American, and Hispanic youth. If groups are treated equally, both groups will have an RRI equal to "1". When the RRI is not equal to "1", one group of youth is receiving different treatment than the other group. Attachment D reflects the RRI data. Note: When an asterisk (*) is seen in the data, it indicates the numerator in the calculation was 5 or less or the denominator was 50 or less. Therefore, there is not enough data for counties to report reliable data.

Assessment of Equitable Access to County/Local Services

A component of the funding to counties is to prevent commitment to OYA services. OYA also looks at disparities in commitment rates, commitment by crime type and can look at variations across the state. This section of the report is for counties to provide a review and discussion of equitable access to services within the county or area. This may be by race, ethnicity, gender, sexual orientation, or treatment need.

7. Note any disparities based on race and gender in referrals and dispositions.

When examining our Relative Rate Index (RRI), we observe disparities in referral rates for African American, Hispanic, and Native American youth, indicating that these groups are overrepresented compared to the white youth population in Deschutes County. At the disposition level, we have a sufficient number of cases to calculate an RRI only for Hispanic youth in a few disposition categories. Within that data, we see a slight disparity in the rate of cases not petitioned for Hispanic youth—however, this is a positive disparity, suggesting a more favorable comparison to white youth. For African American, Asian, and Native American youth, the population sizes at disposition are too small to generate reliable RRI comparisons. Nevertheless, the continued overrepresentation of African American, Hispanic, and Native American youth throughout our system strongly suggests that disparities may also exist at later decision points, even if the data is currently too limited to confirm this through RRI analysis alone.

Despite making up only 1.5% of the county population, African American youth account for 4.5% of total referrals. Similarly, Hispanic youth represent 13.7% of the population but make up 22.3% of referrals, and Native American youth, who comprise just 0.8% of the population, represent 4.0% of total referrals. In contrast, White youth—who make up 82.2% of the population—account for 68.0% of total referrals, a rate lower than their representation in the community. These disparities are consistent across criminal, non-criminal, and runaway referral categories, highlighting a disproportionate impact on youth of color, particularly African American, Hispanic, and Native American youth.We could add proportion data here based on the raw #s. We see similar trends with dispositions. African American, Hispanic, and Native American youth are overrepresented in dispositions relative to their population size. African American youth account for 4.0% of total dispositions despite making up only 1.5% of the county population. Hispanic youth, who comprise 13.7% of the population, represent 17.9% of all dispositions, and Native American youth make up 1.6% of dispositions while representing only 0.8% of the population.

8. Describe available local options that are working well and help support youth receiving equitable services (e.g., gender, race/ethnicity, crime type).

We have recently completed a Gender Responsivity Practices and Program Assessment (GRPPA), which evaluates how effectively we are meeting the needs of young women in our system. Based on the results, we are developing an action plan to address identified gaps and make meaningful changes that will allow us to better serve young women through more responsive and effective programming. At the same time, we are in the process of implementing a new Restorative Justice Accountability Program in Deschutes County. This initiative will center on restorative conferences as an alternative form of accountability, giving youth the opportunity to repair harm and engage in meaningful dialogue with those impacted. These efforts reflect our broader commitment to building a more equitable, inclusive, and restorative system for all youth.

Despite this progress, we recognize that our community still lacks adequate culturally responsive and gender-specific services. To help address these gaps, we have taken steps to increase accessibility and inclusivity. This includes translating all official documents into Spanish, prioritizing the hiring of Spanish-speaking staff, and ensuring interpreter services are available for youth and families we work with. We have also launched program development efforts in collaboration with a local service provider that specializes in culturally responsive mentorship for youth with substance use disorder.

We also continue to offer mentor and support services in detention, with a program specifically designed for youth who identify as Indigenous. This initiative includes mentorship and a craft circle, and we are working to expand these culturally supportive services to youth on supervision. As a department, we remain committed to ongoing improvement in our understanding of and response to racial and gender inequities, and we will continue to build partnerships and develop programs that support equity across our system.

9. After reviewing your data, services, and outcomes, do you see any gaps in services or programs that need to be addressed to improve provision of equitable services to youth?

One significant gap we continue to face is the limited availability of community providers who specialize in working with justice-involved youth, particularly those who approach this work through a trauma-informed, culturally responsive, and gender-specific lens. While we have made progress in building partnerships and developing targeted programs, there remains a clear need for more service providers who understand the unique experiences and challenges faced by youth in the justice system. We hope to continue to work with community providers to expand the resources available ensuring that all youth receive the individualized, supportive services they need to succeed.

Output and Outcome Measures

Juvenile Department Recidivism [Exhibit 1 and 2]

As a measure of public safety, recidivism is defined as a new criminal referral. A criminal referral is a law enforcement report to a juvenile department alleging one or more felony or misdemeanor offenses. Youth who initially received a referral for a criminal offense are tracked 12 and 36 months from the time of a referral. Data is provided in Exhibit 1 and 2.

	Number of Youth	12-month recidivism	36-month recidivism
2023 Criminal Referrals	426	27%	
2021 Criminal Referrals	256		33.6%

10. Provide any comments regarding recidivism rate.

In 2023, the 12-month recidivism rate for youth involved with Deschutes County Juvenile Community Justice was 27%, while the 36-month recidivism rate for the 2021 cohort was 33.6%. These figures are slightly lower than the statewide averages for the same timeframes, with the 36-month rate approximately 4% lower than the state's. These trends are consistent with data from previous years, indicating a stable pattern in recidivism rates without significant increases. At the same time, Deschutes County has experienced a notable decline in both juvenile referrals and the use of detention services over the past decade. This shift reflects a broader commitment to diversion and community-based interventions while maintaining public safety and accountability.

Escalation to OYA Commitment [Attachment G]

Based on public safety concerns or treatment needs, youth can be escalated from county involvement to OYA commitment for placement in the community or in a youth correctional facility. The data on the percentage of youth who were initially placed on formal county probation and escalated to either OYA probation or directly to OYA close custody is found in Attachment G.

11. Provide an example of services provided to a youth that prevented the youth from escalating to OYA *(including services provided and other factors that prevented escalation).*

☒ Wraparound approach
☒ Appropriate assessments and treatment
☒ Family support and services

Deschutes County Community Justice is committed to exhausting all available placement and support options to prevent youth from escalating to Oregon Youth Authority (OYA) custody. Our approach focuses on early intervention, equitable decision-making, individualized planning, and collaboration with families and community partners.

When a youth's current living environment is no longer viable, we explore alternative placements with extended family, close family friends, or community-based options such as Cascade Youth and Family Services' "The Loft," as well as temporary respite care.

For youth requiring more intensive support, we consider residential treatment options, including in-patient substance use disorder (SUD) treatment through providers such as Rimrock Trails or Madrona, and private residential programs when youth have access to private insurance.

In addition to placement, we work with youth to identify and pursue educational and employment opportunities in the community, such as through Heart of Oregon Corps. Medium- and high-risk youth are assessed for Functional Family Therapy (FFT), which we offer at no cost to families.

We also partner with families and guardians to develop parental contracts—structured plans outlining clear goals and responsibilities to help support youth success in the community. **I don't think this is a wide practice. Maybe instead use case plans, as we do have two teams using case plans which more or less do the same.

Deschutes County is fortunate to have a 24-hour youth stabilization center. We connect youth experiencing crisis to this resource as needed. We also collaborate closely with our County Behavioral Health provider to connect youth with Wraparound Services or the Young Adult in Transition (YAT) program.

When appropriate, we work with Youth Villages to deliver intensive in-home outpatient services to youth and their families.

To proactively address risks and prevent escalation to OYA, we regularly convene an Escalation Multi-Disciplinary Team (EMDT) meeting. Using the Escalation Risk levels developed by OYA, a youth's risk of escalation determines if an EMDT meeting is warranted. These meetings typically take place before OYA involvement and serve as a problem-solving, barrier busting forum to identify barriers, coordinate services, and develop strategies tailored to each youth's unique risk and needs.

Ultimately, our goal is to avoid escalation to OYA whenever possible.

Some examples recently include the EMDT meetings referenced above and working on escalation planning. One female client participated in EMDT, outpatient services, and FFT.

A youth recently engaged in an escalation planning process with their Community Justice Officer (CJO) and department staff. Through this collaborative effort, the youth successfully avoided escalation to OYA. Instead, the case was managed using local services and supports, including participation in Functional Family Therapy (FFT), community-based substance use treatment, UA monitoring, and continued employment. The CJO also worked with the youth to increased their engagement in cognitive behavioral interventions during EPIC office visits. This case highlights the effectiveness of early planning and local resource utilization in addressing youth needs while avoiding deeper system involvement.

12. Provide an example of services provided to a youth who was at risk of and eventually did escalate to OYA and explain any gaps in services that may have impacted escalation.

- ☐ No local outpatient treatment options
- ☒ No local sex offense treatment
- ☐ Family financial resources

A review of recent cases highlight that we do experience some service gaps that continue to impact our ability to stabilize youth and prevent escalation to the Oregon Youth Authority (OYA). One of the most pressing challenges is the lack of outpatien and inpatient treatment beds in Central Oregon, particularly for youth with high needs. This

includes a long waitlists to get a SUD assessment and begin in SUD outpatient treatment, expecially for youth who live in remote areas of the county. Additionally, there is also a severe shortage of residential substance use disorder (SUD) treatment options, especially for female youth. Our sole local provider has very limited bed availability.

We also face significant barriers for youth with assaultive behavior histories or those nearing age 18. Many local placement options exclude these individuals based on behavioral concerns, and there are few to no independent living options to support older adolescents in transitioning to adulthood.

Another critical gap exists in the area of treatment for youth with sexual offending behaviors. Our contracted provider is based out of Montana and delivers services remotely. While this option remains available, the lack of local, in-person treatment poses ongoing challenges in engagement, coordination, and supervision.

Furthermore, foster care and community-based placement options are extremely limited—particularly for youth who have sexually offended, have severe mental illness and/or trauma history. These youth often cannot be placed locally due to risk concerns, which frequently results in escalation to OYA due to the absence of viable community alternatives.

A persistent, overarching barrier is simply the lack of available placement beds across all service types. At times, the unavailability of a bed alone is enough to prevent timely intervention and lead to a youth's escalation into the OYA system. Without expanding local resources and treatment infrastructure, these service gaps will continue to limit our capacity to provide timely, effective, and community-based solutions for at-risk youth.

A recent example includes a youth who participated in the 30-day local residential/detention program and engaged in several supportive services, including outpatient substance use treatment, electronic monitoring, school attendance, Functional Family Therapy (FFT), and regular cognitive behavioral work with their Community Justice Officer (CJO). Despite these coordinated efforts, the youth ultimately escalated to OYA.

This youth needed intensive outpatient and inpatient substance use treatment for youth in Central Oregon. While the youth engaged in available local supports, the absence of higher-level treatment options created a barrier to addressing their clinical needs effectively. The limited availability of youth-focused SUD services—particularly intensive outpatient and inpatient care—remains a major challenge in the region.

13. Please describe what data or other factors are used when making placement recommendations.

- JCP Assessment.
- Other services tried or being provided.
- Disposition matrix.
- OYA Escalation Numbers.
- Referral History.
- Detention Risk Assessment Instrument.
- Case Brief prepared by CJO for EMDT.

Summary and Plan

14. Describe how the data provided in this document (budget, JCP, outcomes, equitable access) and any other factors informed your JCP basic and diversion plan?

The data provided in this document played a role in shaping our JCP Basic and Diversion Plan by highlighting both areas of progress and persistent disparities within our juvenile justice system. Specifically, the data on equity helped reinforce our decision to continue structured decision making, investment in restorative justice and equity-focused programming. At the same time, recidivism data indicates that our current efforts are helping to prevent increases in youth reoffending. One key practice contributing to these outcomes is Functional Family Therapy (FFT)—an evidence-based program that addresses risk and protective factors by engaging families in culturally responsive, strengths-based interventions. Now in its 15th year in Deschutes County, FFT continues to demonstrate strong outcomes and remains a highly utilized and effective tool in our continuum of services.

More recently, we have observed increases in specific JCP assessment risk areas, particularly in the history of reported child abuse, domestic violence, and substance use. These are areas where FFT is especially impactful, as the model is designed to address complex family dynamics and behavioral health challenges that contribute to youth risk.

In addition to the provided data, other recent assessments have informed our planning. We completed a Gender Responsivity Practices and Program Assessment (GRPPA), which revealed gaps in how we serve young women. Based on those findings, we are developing an action plan to create more responsive and effective programming for girls involved in our system. Similarly, community feedback and service provider input have informed the launch of a new Restorative Justice Accountability Program, which will use restorative conferences to offer youth an alternative form of accountability focused on repairing harm and building community connections.

We also considered local service gaps and equity challenges not fully captured in the quantitative data. For example, the lack of culturally responsive and gender-specific services led us to prioritize accessibility initiatives such as translating documents into Spanish, hiring bilingual staff, and expanding interpreter services. We've also initiated partnerships to offer culturally relevant mentorship for youth with substance use disorders and expanded programming for Indigenous youth in detention, with plans to grow these supports for youth on supervision.

Together, the data provided and the additional information we have gathered helped us to build our plan.

15. Describe your plan for JCP basic and diversion funds; ATTACH the budget detail sheet when submitting.

For the 2025–2027 biennium, Deschutes County Community Justice will continue to prioritize the use of Basic and Diversion funding to support Functional Family Therapy (FFT) services, a proven intervention to reduce juvenile recidivism and address other criminogenic risk and need factors. Basic funding will support one full-time equivalent (1.0 FTE) FFT-certified therapist serving medium- to high-risk youth under supervision for B-C level misdemeanors, either through Formal Accountability Agreements (FAAs) or Probation. Diversion funding will support an additional 1.0 FTE FFT-certified therapist working with high-risk youth on Probation for A-level misdemeanors or felonies, with a goal of reducing recidivism and avoiding escalation to Oregon Youth Authority (OYA) close custody beds.

Both Basic and Diversion funds will also be allocated to maintain detention medical services, currently contracted through Premise, Inc. This contract provides a 0.5 FTE registered nurse and access to physician oversight and consultation, ensuring detained youth receive care that meets appropriate health and safety standards.

While detention itself does not reduce recidivism or change behavior, providing humane, respectful conditions of confinement—where basic needs are met with professionalism and empathy—can reduce the trauma associated with detention and promote healing from the significant histories of trauma and abuse many detained youth have experienced.

Additionally, a portion of Basic funding will be directed toward supporting the implementation of action steps identified in our recent gender-responsive assessment, further advancing our commitment to equitable and responsive juvenile justice practices.

Submitted by

▶ Laura Ward

Name (print or type)

X

Signature and Date

Oregon Youth Authority

County JCP Basic and Diversion Budget Detail (YA 2024)

Youth Specific Treatment - Tracking in JJIS Required
Co-Occurring | Competency Development | Family | Firesetter | Gang | Mental Health | Other Youth Specific Services | Sex Offender | Substance Abuse

Basic Services and Infrastructure - Tracking in JJIS Required **ONLY** if Treatment is Youth-Specific
Accountability | Basic Supervision | Detention | Intensive Supervision | Non Youth Services | Other Basic Services | Shelter

BIENNIUM	2025-27
DATE	8/7/2025
COUNTY	Deschutes
CONTACT	Michele Winters
PHONE	541-385-1722
EMAIL	Michele.Winters@deschutes.org

Provide amendment details in the space provided for each amended service.

PLAN TYPE		DATE/ INITIALS
☑	Original - refer to written plan	
☐	Amendment ***OR***	
☐	> 10% Amendment *(requires approval)*	
☐	Approved	

Individual Program Budgets

Service Category *(see legend*)*	JCP Basic Budget Type	FTE	Personnel Budget	Contracted Budget	TOTAL JCP Basic	JCP Diversion Budget Type	FTE	Personnel Budget	Contracted Budget	TOTAL JCP Diversion	Notes/Comments
Youth Specific Treatment	Personnel	1.0	$ 333,400		$ 333,400	Personnel	1.0	$ 367,700		$ 367,700	
Program Reporting Category	Contracted			$ -		Contracted			$ -		
Family											

Program Name(s)
Fuctional Family Therapy

Provider Name(s)
Deschutes County Juvenile Community Justice

PLAN AMENDMENTS ONLY: ENTER DATE AND BRIEF NARRATIVE. DO NOT DELETE ANY PRIOR AMENDMENT HISTORY.

Amendment #1	
Amendment #2	

Service Category *(see legend*)*	JCP Basic Budget Type	FTE	Personnel Budget	Contracted Budget	TOTAL JCP Basic	JCP Diversion Budget Type	FTE	Personnel Budget	Contracted Budget	TOTAL JCP Diversion	Notes/Comments
Basic Services and Infrastructure	Personnel	0.0	$ -		$ 138,885	Personnel	0.0	$ -		$ 33,032	
Program Reporting Category	Contracted			$ 138,885		Contracted			$ 33,032		
Other Basic Services											

Program Name(s)
Premise Medical Service, Services specific to girls and young women who are in detention or under supervision with our department.

Provider Name(s)
Premise, Katherine Baldessari

PLAN AMENDMENTS ONLY: ENTER DATE AND BRIEF NARRATIVE. DO NOT DELETE ANY PRIOR AMENDMENT HISTORY.

Amendment #1	
Amendment #2	

Other JCP Basic and Diversion Expenditures

Describe BASIC Programs M&S/Miscellaneous/Administration Expenditures

ENTER EXPENDITURE AMOUNTS IN THE CORRESPONDING SPACES BELOW

Describe DIVERSION Programs M&S/Miscellaneous/Administration Expenditures

ENTER EXPENDITURE AMOUNTS IN THE CORRESPONDING SPACES BELOW

CAUTION: DO NOT MODIFY THE CELLS OR ROWS BELOW

ONLY ENTER "OTHER" EXPENDITURE AMOUNTS IN THE APPROPRIATE SPACES

Total Budget - JCP Basic and Diversion Programs and Expenditures

	Programs Subtotals	**Basic**	$ 472,285	**Diversion**	$ 400,732
Enter nearest whole amounts.	**Other Expenditures**	**Basic**		**Diversion**	
		Materials & Supplies ▶		**Materials & Supplies** ▶	
		Miscellaneous ▶		**Miscellaneous** ▶	
Administrative expenditures must be less than or equal to 10% of programs, materials, and supplies expenditures.		**Administration** ▶	$ 47,000	**Administration** ▶	$ 40,000
	TOTALS	**JCP Basic**	$ 519,285	**JCP Diversion**	$ 440,732

BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August 27, 2025

SUBJECT: Veteran Behavioral Health Peer Support Specialist grant from the Oregon Health Authority and request to add a limited duration1.0 FTE BH Specialist I position

RECOMMENDED MOTIONS:

1. Move to authorize the acceptance of a Veteran Behavioral Health Peer Support Specialist grant from the Oregon Health Authority.
2. Move approval of the request to add a limited duration 1.0 FTE BH Specialist I.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County has a military service veteran population of just under 14,000. While there are Veterans Affairs (VA) services and other supports available to veterans, there are often significant barriers to accessing these resources and many veterans are in need of higher levels of support. Oregon's veteran suicide rate is higher than the national average, and veterans with co-occurring mental health and substance use disorders are at an even greater risk of suicide than those without these disorders.

The Oregon Health Authority Veteran Peer Support Specialist grant provides funding to support a 1.0 full time equivalent (FTE) Veteran Behavioral Health Peer Support Specialist (VBHPSS), with minimal additional funding allocated to a .05 FTE Peer Support Specialist Lead who provides peer supervision to the VBHPSS as well as to other peers in the County's Behavioral Health programs, and 0.15 FTE Clinical Supervisor who oversees the clinical work of the VBHPSS.

The work of the County's VBHPSS has demonstrated the significant needs and complexities of this population. The program has connected with nearly 100 veterans during the current one-year grant cycle and has experienced challenges in trying to meet their needs with available resources. This program has helped veterans connect to resources for housing, employment, social connections, and medical and mental health services (including mental health and co-occurring substance use treatment services). It has also aided veterans in navigating various systems such as the VA and justice system.

The intensity of the work combined with the level of need in our community has made it challenging for the VBHPSS to fully meet the needs of the veterans served. Many of the

veterans need more support than current staffing can provide. Furthermore, community partners serving veterans are requesting support to help those they serve navigate difficult situations related to mental health or substance use symptoms. A multidisciplinary team with the capacity to provide community-based outreach would improve engagement in treatment.

The original goals of the VBHPSS grant are focused on outreach and engagement, and supporting veterans to access needed services and resources. Many of the veterans encountered need more support than what a peer support specialist can provide.

An ideal service model would include the addition of a Behavioral Health Specialist (BHS) to serve as a dedicated veteran therapist and case manager. This team-based approach would also provide the additional support necessary for sustaining the VBHPSS position.

In April 2025, Deschutes County Health Services approached the Oregon Health Authority to explore the possible opportunity of expanding the County's VBHPSS grant to enhance the program's ability to serve veterans. OHA has approved approximately $213,000 in additional funding to support a new limited duration BHS I for eighteen months and 15% indirect costs.

Health Services seeks approval from the Board to accept this additional grant funding and also to add a limited duration 1.0 FTE BHS I. If approved, an intergovernmental agreement, and FTE and budget resolutions will be forthcoming.

BUDGET IMPACTS:
Approximately $450,000 revenue anticipated for the eighteen-month period beginning September 1, 2025, of which $213,000 is the proposed new funding.

ATTENDANCE:
Kristin Mozzochi, BH Program Manager

BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August 27, 2025

SUBJECT: Public Hearing: Dark Skies Text Amendments

RECOMMENDED MOTION:
At the conclusion of the public hearing, the Board may:

- Continue the hearing to a date certain;
- Close the hearing and leave the written record open to a date certain;
- Close the hearing and set a date for deliberations; or
- Close the hearing and commence deliberations.

BACKGROUND AND POLICY IMPLICATIONS:
The Deschutes Board of County Commissioners (Board) will conduct a public hearing on to consider text amendments to update Deschutes County Code (DCC) Chapter 15.10, Outdoor Lighting Control (File no. 247-25-000377-TA).

BUDGET IMPACTS:
None

ATTENDANCE:
Tanya Saltzman, Senior Planner

COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners

FROM: Tanya Saltzman, Senior Planner
Will Groves, Planning Manager

DATE: August 20, 2025

SUBJECT: Public Hearing: Dark Skies Text Amendments

The Deschutes Board of County Commissioners (Board) will conduct a public hearing on August 27, 2025 to consider text amendments to update Deschutes County Code (DCC) Chapter 15.10, Outdoor Lighting Control (File no. 247-25-000377-TA).

Attached to this memorandum are the proposed text amendments and a staff report summarizing the changes. Within the proposed amendments, added language is shown underlined and deleted shown as ~~strikethrough~~. The public hearing will be conducted in-person, electronically, and by phone.[1]

All record materials can be found on the project website:
https://bit.ly/DeschutesDarkSkies

I. BACKGROUND

Since November 2021, both the Board and Planning Commission have expressed support for updating DCC Chapter 15.10, Outdoor Lighting Control. In February 2022, the Planning Commission convened an 8-person panel reflecting varying perspectives related to dark skies and outdoor lighting. The panel discussed the importance of dark sky best practices and the increase in light pollution in the region from approximately 2012-2020.

In April 2022, the Board directed staff to pursue dark skies best practices and potential goals and policies as part of the Deschutes County 2040 Comprehensive Plan Update process. In October, during a Community Development Department FY 2022-23 Planning Division Work Plan Update, the Board expressed support for revisiting DCC Chapter 15.10 as a standalone

[1] See Deschutes County Planning Commission June 26, 2025 Agenda for more information: https://www.deschutes.org/meetings

work item, emphasizing educational outreach efforts rather than code enforcement responses.

Staff convened a second panel discussion in April 2023 to further explore such issues. The panel included representatives from the Oregon Chapter of International Dark-Sky Association (subsequently renamed to DarkSky International), an astronomer, Visit Central Oregon, Central Oregon Builders Association (COBA), Deschutes County Code Enforcement, a farmer/rancher, and a science educator.

Notable points that were raised by individuals (but not necessarily group consensus) in this panel included:

- Code update should include a revised purpose statement
- Exception from shielding for lights on timers should be eliminated
- Dark skies initiative is a great example of a diverse economic driver that aligns with natural resource values, destination values, etc. associated with the types of visitors that come to Central Oregon
- Full cutoff fixtures and prevention of light trespass are already measures that the building community is supportive of, but they would likely not be supportive of additional inspection fees
- Timers are often the subject of complaints - while they are on a timed window, they can be triggered multiple times each night, which creates more or less continuous lighting.
- If all lighting is required to be shielded, it could aid with enforcement

Existing Regulations

DCC Chapter 15.10, Outdoor Lighting Control, was adopted in 1994. The 1994 amendments require all private and commercial outdoor lighting fixtures located in the unincorporated areas installed after August 10, 1994 utilizing a 110-watt or brighter incandescent bulb to be shielded by design or modification that directs light downward, and must limit direct line-of-sight of the fixture's lamp to the property on which the fixture is installed. Other types of bulbs have different shielding requirements depending on wattage. DCC Chapter 15.10 also provides several exemptions.

Legislative Approach and Challenges

Updating lighting regulations to improve dark skies has been a consistent theme of Board, Planning Commission, citizen, and panel discussion on this topic. Any new regulations must balance the effectiveness of the code against the public and private costs to operate and enforce the program. Notably, implementation and enforcement are significant challenges; as a result, the proposed amendments seek to simplify the code wherever possible. The proposed code also includes guiding principles for effective and responsible lighting that are not intended to be mandatory approval criteria. In addition to the proposed code amendments, staff will initiate public education efforts aimed at educating County residents and visitors about dark sky principles.

The Building Safety Division administers and implements state building codes. Plans examiners and building inspectors do not have the capacity to review or inspect outdoor lighting fixtures through a separate, unfunded application for lighting review. Currently, every building permit reviewed by the Building Safety Division Plan is stamped with a notation that exterior lighting must comply with Deschutes County's lighting regulations. At final inspection, however, not everything noted or stamped on a building plan is inspected.

Outdoor lighting-related code enforcement violations are currently identified as a relatively low priority for resolution. Currently, outdoor lighting-related complaints constitute approximately 2% of the total received annually. Code enforcement specialists typically send educational materials to violators to encourage them to achieve compliance through changing their lights and/or shielding their lighting fixtures. Generally, outdoor lighting regulations are difficult to enforce for reasons of property access, inaccuracy of photos as evidence, after-hours site visits/investigations, inaccuracies/calibration/training for measurement devices, and other issues. Notably, code enforcement staff observed during the 2023 panel that a simpler code would likely be easier to enforce.

II. AMENDMENT SUMMARY

The proposed streamlined code takes the challenges of enforcement and implementation into consideration, while addressing concerns that have been raised by experts and the public over the last several years.

- Definitions: Definitions, which previously utilized a separate section for each term, have been consolidated into a single section, and superfluous or outdated definitions (for instance, those defining certain types of light fixtures that are no longer referred to in the chapter) have been removed. New definitions have been provided for several terms, most notably "downcast," "light trespass," and "string lights."

- Purpose statement: This statement has been revised utilizing previous input from a DarkSky representative to reflect the need for lighting practices that are both safe and responsible, recognizing the County's night sky as an economic and community natural resource.

- Guiding principles: These principles, based on those from DarkSky International, have been added and are not intended to be mandatory. However, recognizing the limitations of enforcement, guiding principles can provide applicants with best practices for responsible lighting concepts. The City of Sisters utilizes a similar technique in its recently revised lighting ordinance.

- Primary requirements: DCC 15.10.050 presents three requirements applicable to all non-exempt outdoor light fixtures: lights must be downcast, fully shielded, and light trespass is prohibited. The proposed amendments remove distinctions between—and tables referring to—different types of bulbs/fixtures and wattage in favor of a simplified approach that is easier to implement and enforce. During the panel discussions, this simplification was acknowledged as a potentially effective strategy

that recognizes the limitations of implementation and enforcement and that is easy to understand.

- Prohibitions (formerly DCC 15.10.150) and externally lighted advertising signs (formerly DCC 15.10.160): Both of these sections were deleted, with some language moved to DCC 15.10.060, Exemptions. Both contained redundant references to lighting that must conform to the shielding requirements that apply to all non-exempt fixtures (for instance, top mounted fixtures for advertising signs). Provisions for searchlights, recreational facilities, and bottom mounted advertising lighting were moved to DCC 15.10.060 Exemptions, which more accurately captures the criteria for these types of light fixtures.

- Exemptions: The proposed amendments clarify some existing exemptions and add others (see above). The amendments remove several exemptions that would now be subject to the requirements of DCC 15.10.050, including correctional institutions, historical areas, and motion detector lights. The amendments add exemptions for string lights, publicly owned lighting including streetlights, and searchlights.

III. TESTIMONY RECEIVED – PLANNING COMMISSION PROCESS

In total, thirteen individuals provided written testimony before the close of the written record period during the Planning Commission process. Three individuals provided verbal testimony during the hearing. The full written comments are available in the record for the Board's reference. Comments received after Planning Commission deliberations concluded on July 24 are in the record and will be considered by the Board of County Commissioners during its deliberations on a future date.

All individuals providing testimony were in support of adopting the amendments and of reducing light pollution; seven supported adopting the amendments as written. Other individuals provided questions or suggestions to refine the amendments, which are summarized below with staff responses as applicable.

1. *Kevin English, Deschutes County resident:* Questioned if amendments allow for lighting of the U.S. flag per the U.S. Flag Code.

   Staff response: The regulations in the draft code pertaining to flags have not changed since the previous version and maintain an exemption from the standard shielding requirements for "U.S. flags displayed by top mounted lighting on a 24-hour basis." There is not a specific reference in the County code to the U.S. flag code, but it is consistent with the U.S. Flag Code, which states "It is the universal custom to display the flag only from sunrise to sunset on buildings and on stationary flag staffs in the open. However, when a patriotic effect is desired, the flag may be displayed twenty-four hours a day if properly illuminated during the hours of darkness."

2. *James Anthony, Deschutes County resident:*

- Suggestion to revise definition of "light trespass" to include a measurement of lumens: ""Light trespass" exists when the sum of artificial light illumination beyond the property lines on which the light sources are installed, exceeds *nnn* lumens."

- Suggestion to revise holiday lighting exemption to better reflect current practices, from 45 days cumulatively in a calendar year to "no more than 45 days in a single event and 90 days cumulatively in a calendar year."

3. *Bill Kowalik/DarkSky Oregon:* On behalf of DarkSky Oregon, Mr. Kowalik provided two written comments and verbal testimony at the hearing. The organization supports County efforts and provided a presentation document and table outlining DarkSky Oregon's assessment of the proposed code as it compares to the existing code and specific comments on numerous provisions. The table in its entirety is available for review in the record; the Planning Commission may choose to deliberate on any of the items provided therein. Remarks include, but are not limited to:
   - Amendments should include color spectrum requirements: at minimum, require 3,000K or less, but ideally require range of 1,800-2,200K, which generally appear amber and minimize the negative impact of security lights. Amber lights are preferable in general.
   - Recommends all greenhouse lighting be subject to same regulations as marijuana facilities: Inside building lighting, including greenhouses, hoop houses, and similar structures, shall not be visible outside the building from 7:00 p.m. to 7:00 a.m.
   - Recommends 11 p.m. lights off for any lights (not just string lights) including internally lighted signs and digital billboard signs; exception for shielded amber lights. Lights off within 30 minutes of close of commercial business, within 1 hour of close of business for parking lots or close of play for sports fields.
   - Holiday lighting: Recommends specific dates for simplification: December 1-January 15
   - Requests evaluation of lighting plans before approval, and requests inspection during or after construction.

4. *Meg Voedisch, Deschutes County resident/Dark Skies Over Eagle Crest:* Question about the necessity of exemptions for string lights.

   Staff response: Staff notes that string lights were previously unregulated by the code but are common throughout the County, so the proposed regulations seek to put some degree of regulation on them, recognizing that they are a unique type of light fixture. The proposed amendments follow the example of the City of Sisters, providing regulations for commercial and non-commercial uses of string lights.

5. *Toni Williams, Deschutes County resident and Planning Commissioner*:
   - General support for amendments

- Understands lack of resources for enforcement and supports educational efforts, particularly concerning lighting that is downcast and shielded, and concerning light color.
- Concerning education, suggests a mailer to be bundled with property tax bills and/or a QR code that links to educational materials

Agency/Government Testimony

1. *Scott Woodford, City of Sisters Community Development Director:* In response to an inquiry about how Sisters manages its outdoor lighting code, Mr. Woodford noted that the City reviews lighting plans during the building permit process and inspects at the time of occupancy. Sisters is also pursuing education methods such as mailers, community events, and social media. Code enforcement is complaint-based, beginning with a letter sent to those in violation of the code.
2. *Randy Scheid, Deschutes County Building Official* noted that per state law, local building department fees are to be utilized solely for the building inspection program to facilitate safe, sanitary, and durable dwellings, during their construction, alterations, and repairs and in accordance with OAR 918 and the Oregon Residential Specialty Code (OSRC). He also noted that "It has been my observation that most of our non-compliant Dark Sky lighting fixtures were installed without permits or inspection well after any final inspection was made." Scheid emphasized the importance of educational efforts and suggested potential land use sign off or property owner/contractor affidavit prior to issuance of a Certificate of Occupancy.

IV. PLANNING COMMISSION REVIEW AND DISCUSSION

Staff submitted a 35-day Post-Acknowledgement Plan Amendment (PAPA) notice to the Department of Land Conservation and Development (DLCD) on June 5, 2025. Staff presented the proposed amendments to the Planning Commission on June 26, 2025.[2] An initial public hearing was held before the Commission on July 10, 2025.[3] At that time, the oral portion of the public hearing was closed and the written record was held open until July 16, 2025 at 5:00 p.m. The Commission held deliberations on July 24, 2025[4], issuing a recommendation for approval to the Board with several refinements, and requesting staff to relay the main topics of the Planning Commission discussion to the Board.

The Planning Commission discussed several issues pertaining to the proposed amendments. The two with the highest priority were included in the motion to recommend approval of the amendments:

1. **Nonconformance (DCC 15.10.060(A)(1)(b)):** The Planning Commission recommended that the window for compliance for existing fixtures be changed from

[2] https://www.deschutes.org/bc-pc/page/planning-commission-68
[3] https://www.deschutes.org/bc-pc/page/planning-commission-70
[4] https://www.deschutes.org/bc-pc/page/planning-commission-71

five years (in the original draft proposal, changed from six years in the 1994 code) to three years. This change is reflected in the amendments in Board's hearing package.

2. **Recommendation that the Board pursue Dark Sky Certification within five years.** The International DarkSky Places program certifies communities, parks, and protected areas that meet certain standards with respect to responsible lighting. This generally involves a combination of regulatory requirements, measurement of overall brightness, and community/education efforts. Staff notes that additional testimony concerning this potential goal was received after the close of Planning Commission deliberations, which can be discussed during Board deliberations (2025-08-08 DarkSky Oregon (Bill Kowalik) Comment 3).

Other changes based on Planning Commission and staff discussion and testimony received have been incorporated into the Board's hearing package:

- **Light trespass (DCC 15.10.040):** Per Planning Commission discussion, this definition was clarified to provide easier compliance and enforcement. The original proposed definition was the following:

  "Light Trespass" means a condition in which light emitted by a light fixture illuminates any area beyond the property lines of the property on which the fixture is installed. "Light Trespass" exists when a person is able to see illumination from an off-site light fixture. Light trespass does not include indirect reflection or scattering of light from mounting hardware or any other surfaces.

  The revised definition states "…Light trespass exists when a person is able to see **direct** illumination from an off-site fixture." [emphasis added for clarity]. This means that the bulb or part of the bulb—the part of the fixture the emits light—is visible from offsite.

- **Exemptions for holiday lighting (DCC 15.10.060(C)):** Based on testimony received and in consultation with Legal Counsel, the original proposed exemption for holidays light was for "Holiday decorations for no more than 45 days cumulatively in a calendar year…"

  The revised exemption provides fixed dates for the traditional winter holiday season, per testimony from DarkSky Oregon, and adds a number of days throughout the year to accommodate other special events. This language provides a balance of clarity and flexibility.

  Revised language: "Seasonal holiday lighting from December 1 to January 15 is exempt. Other event-specific lighting for no more than fourteen cumulative days in a single calendar year also is exempt. "Event-specific lighting" means lighting other than seasonal holiday lighting, illuminated for a period not to exceed fourteen cumulative days in a calendar year, associated with a holiday or other special occasion."

V. NEXT STEPS

At the conclusion of the public hearing, the Board may:

- Continue the hearing to a date certain;
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- Close the hearing and set a date for deliberations; or
- Close the hearing and commence deliberations.

Attachments:

1) Staff Findings & Proposed Text Amendments

CHAPTER 15.10 OUTDOOR LIGHTING CONTROL

15.10.010 Purpose And ~~Intent As Relates To~~Guiding Principles For Residential, Commercial And Public Area Lighting
15.10.020 Purpose And Intent As Relates To Street Lighting
15.10.030 Conformance With Applicable Codes
~~15.10.040 Approved Materials And Methods Of Construction Or Installation/Operation~~
15.10.~~050~~ 040 Definitions
~~15.10.055 Definition; Outdoor And Greenhouse Light Fixtures~~
~~15.10.060 Definition; Community Development Department~~
~~15.10.065 Definition; Exempt Light Fixtures~~
~~15.10.070 Definition; Individual~~
~~15.10.075 Definition; Installed~~
~~15.10.080 Definition; Shielding~~
~~15.10.085 Definition; Fully Shielded~~
~~15.10.090 Definition; Partially Shielded~~
~~15.10.095 Definition; Directed Shielding~~
~~15.10.100 Definition; Unshielded~~
~~15.10.105 Definition; High Intensity Discharge Lamp Sources~~
~~15.10.110 Definition; Luminous Tube Lighting~~
~~15.10.115 Definition; Greenhouse~~
15.10.~~120~~ 050 Requirements For Installation Of Outdoor Lighting
~~15.10.130 Submission Of Plans And Evidence Of Compliance With Code; Subdivision Plats~~
~~15.10.140 Shielding~~
~~15.10.150 Prohibitions~~
~~15.10.160 Externally Lighted Outdoor Advertising Signs, Billboards~~
15.10.~~170~~ 060 Exemptions
15.10.~~180~~ 070 Violations And Penalties
15.10.~~190~~ 080 Violations Constitute Public Nuisance
~~15.10.200 Code Requirements Tables For Shielding Tables 1, 2, And 3~~

15.10.010 Purpose And ~~Intent As Relates To~~Guiding Principles For Residential, Commercial And Public Area Lighting

A. The purpose~~s~~ of DCC 15.10 ~~is~~ are to encourage the utilization of responsible lighting practices to provide safely lit areas for residents and visitors and to protect citizen health and safety and quality of life through the use of illumination that is energy efficient, prevents light pollution from light trespass, minimizes impact on wildlife and natural vistas, and recognizes Deschutes County's night sky as an economic and community natural resource, ~~affirm the right of citizens in Deschutes County, Oregon to illuminate residential, commercial and public areas with lighting fixtures appropriate to the need while utilizing such illumination in a way that preserves rural and urban vistas and is confined to the property from which it is generated.~~

B. The following guiding principles have been developed by DarkSky International and the Illuminating Engineering Society. Guiding principles are not intended to be mandatory approval criteria.

1. Useful: Use light only if it is needed. All light should have a clear purpose. Consider how the use of light will impact the area, including wildlife and their habitats.

2. Targeted: Direct light so it falls only where it is needed. Use shielding and careful aiming to target the direction of the light beam so that it points downward and does not spill beyond where it is needed.

3. Low level: Light should be no brighter than necessary. Use the lowest light level required. Be mindful of surface conditions, as some surfaces may reflect more light into the night sky than intended.
4. Controlled: Use light only when it is needed. Use controls such as timers or motion detectors to ensure that light is available when it is needed, dimmed when possible, and turned off when not needed.

5. Warm-colored: Use warmer color lights when possible. Limit the amount of shorter wavelength (blue-violet) light to the least amount needed.

HISTORY
Adopted by Ord. 94-024 §1 on 8/31/1994
Amended by Ord. 2025-xxx §x on x/x/2025

15.10.020 Purpose And Intent As Relates To Street Lighting

The purpose of DCC 15.10, as it relates to street lighting, is to affirm that the safety of citizens of Deschutes County, Oregon ~~have a right to the safety of~~depends in part on well-lighted streets and highways, and to recognize that such illumination by nature cannot be confined to the property from which it is generated. Thus, certain ~~high wattage and low wattage~~ applications for the ~~propose~~ purpose of ~~highway~~ street safety ~~as defined below~~ are allowed under ~~these provisions~~this ordinance.

HISTORY
Adopted by Ord. 94-024 §1 on 8/31/1994
Amended by Ord. 2025-xxx §x on x/x/2025

15.10.030 Conformance With Applicable Codes

All outdoor electrically powered illuminating devices shall be installed, used and maintained in conformance with the provisions of this code, the building code, the electrical code, and the applicable sign code of the jurisdiction in which a sign(s) is installed. No provision of this ordinance ~~are~~ is intended to pre-empt applicable state codes.

HISTORY
Adopted by Ord. 94-024 §1 on 8/31/1994

Amended by Ord. 2025-xxx §x on x/x/2025

~~**15.10.040 Approved Materials And Methods Of Construction Or Installation/Operation**~~

~~The provisions of this code are not intended to prevent the use of any design, material, or method of installation or operation not specifically prescribed by this code, provided any such alternate has been approved. The building official may approve any such proposed alternate that: Provides an equivalent alternative design that does not exceed 1800 lumens nor project light off-site of the subject lot or parcel.~~

~~HISTORY~~
~~*Adopted by Ord. 94-024 §1 on 8/31/1994*~~

15.10.~~050~~ 040 Definitions

For purposes of applying and enforcing this ordinance, ~~Whenever appropriate in applying the provisions of DCC 15.10,~~ the following words and phrases are defined as ~~set forth in DCC 15.10.055-110.~~follows:

“Downcast” means lighting that is installed such that light rays from an outdoor light fixture are directed downward toward the ground and which includes a fixture shield parallel with the level ground.

"Exempt light fixtures" means outdoor artificial illuminating devices which are exempted from this ordinance by DCC 15.10.060.

“Farming practice” shall have the meaning set forth in ORS 30.930.

“Forest practice” shall have the meaning set forth in ORS 30.930.

"Fully shielded" means outdoor light fixtures that are shielded or constructed so that light rays emitted by the fixture are projected below the horizontal plane. [image to be inserted]

"Installed" means the initial installation of outdoor light fixtures following the effective date of this ordinance. Projects with approved construction plans prior to effective date of this ordinance are excluded from compliance with the ordinance in the initial installation only.

“Light Trespass” means a condition in which light emitted by a light fixture illuminates any area beyond the property lines of the property on which the fixture is installed. “Light Trespass” exists when a person is able to see direct illumination from an off-site light fixture. Light trespass does not include indirect reflection or scattering of light from mounting hardware or any other surfaces.

"Outdoor light fixtures" means outdoor artificial illuminating devices, outdoor fixtures, lamps and other similar devices, permanently installed or portable.

“Searchlight” means a light fixture generating parallel rays that may be oriented in any particular direction, often used to draw the attention to a place or event.

"Shielding" may be provided for a lighting fixture by the design of such fixture, or by an externally applied device such as a shroud or hood of metal, wood or painted glass that does not allow transmission of light.

“String lights” means electric lights on a wire, string, or cable used as decoration or for outdoor lighting.

HISTORY
Adopted by Ord. 94-024 §1 on 8/31/1994
Amended by Ord. 95-063 §1 on 10/11/1995
Amended by Ord. 2016-014 §1 on 7/1/2016
Amended by Ord. 2025-xxx §x on x/x/2025

~~**15.10.055 Definition; Outdoor And Greenhouse Light Fixtures**~~

~~"Outdoor light fixtures" means outdoor artificial illuminating devices, outdoor fixtures, lamps and other similar devices, permanently installed or portable, used for flood lighting, general illumination or advertisement. Such devices shall include, but are not limited to, search, spot, agricultural production/grow, and flood lights for:~~

~~A. Buildings and structures;~~

~~B. Recreational areas;~~

~~C. Parking lot lighting;~~

~~D. Landscape lighting;~~

~~E. Billboards and other signs (advertising or other);~~

~~F. Street lighting;~~

~~G. Product display area lighting;~~

~~H. Building overhangs and open canopies;~~

~~I. Holiday lighting;~~

~~J. Greenhouse interior lighting.~~

~~HISTORY~~
~~*Adopted by Ord. 95-063 §1 on 10/11/1995*~~
~~*Amended by Ord. 2016-014 §1 on 7/1/2016*~~

~~**15.10.060 Definition; Community Development Department**~~

~~"Community Development Department" means the Community Development Department or designated representative(s) for the purposes of this ordinance.~~

HISTORY
Adopted by Ord. 94-024 §1 on 8/31/1994
Adopted by Ord. 95-063 §2 on 10/11/1995

15.10.065 Definition; Exempt Light Fixtures

"Exempt light fixtures" means outdoor artificial illuminating devices which are exempted by DCC 15.10.170.

HISTORY
Adopted by Ord. 95-063 §1 on 10/11/1995

15.10.070 Definition; Individual

"Individual" means any private individual, tenant, lessee, owner or any commercial entity including but not limited to companies, partnerships, joint ventures or corporations.

HISTORY
Adopted by Ord. 94-024 §1 on 8/31/1994

15.10.075 Definition; Installed

"Installed" means initial installation of outdoor lighting fixtures following the effective date of this ordinance. Projects with approved construction plans prior to effective date of this ordinance are excluded from compliance with the ordinance in the initial installation only.

HISTORY
Adopted by Ord. 95-063 §1 on 10/11/1995

15.10.080 Definition; Shielding

"Shielding" for the purpose of this ordinance is provided for a lighting fixture by design of such fixture or by an externally applied device such as a shroud or hood of metal, wood or painted glass that does not allow transmission of light.

HISTORY
Adopted by Ord. 94-024 §1 on 8/31/1994

15.10.085 Definition; Fully Shielded

"Fully shielded" means outdoor light fixtures shielded or constructed so that light rays emitted by the fixture are projected below the horizontal plane.

HISTORY
Adopted by Ord. 95-063 §1 on 10/11/1995

15.10.090 Definition; Partially Shielded

"Partially shielded" means shielding so that the edge of the shield is at or below the centerline of the light source or lamp so as to limit light emission above the horizontal plane to 10 percent or less.

~~HISTORY~~
~~*Adopted by Ord. 94-024 §1 on 8/31/1994*~~

~~**15.10.095 Definition; Directed Shielding**~~

~~"Directed shielding" means shielding by design or external application that directs light downward and limits direct line-of-sight of a fixture's lamp to the property upon which the fixture is installed.~~

~~HISTORY~~
~~*Adopted by Ord. 95-063 §1 on 10/11/1995*~~

~~**15.10.100 Definition; Unshielded**~~

~~"Unshielded" means light fixtures lacking any means to restrict the emitted light to below the horizontal plane.~~

~~HISTORY~~
~~*Adopted by Ord. 94-024 §1 on 8/31/1994*~~
~~*Amended by Ord. 95-063 §1 on 10/11/1995*~~

~~**15.10.105 Definition; High Intensity Discharge Lamp Sources**~~

~~"High intensity discharge lamp sources" means high pressure sodium, mercury vapor, metal halide, low pressure sodium, and other similar lamps.~~

~~HISTORY~~
~~*Adopted by Ord. 95-063 §1 on 10/11/1995*~~

~~**15.10.110 Definition; Luminous Tube Lighting**~~

~~"Luminous tube lighting" means gas-filled tubing which, when subjected to high voltage, becomes luminescent in a color characteristic of the particular gas used, e.g. neon, argon, etc.~~

~~HISTORY~~
~~*Adopted by Ord. 94-024 §1 on 8/31/1994*~~

~~**15.10.115 Definition; Greenhouse**~~

~~"Greenhouse" means any building that is constructed of glass, plastic, or other transparent material in which plants are grown under climate controlled conditions, and includes hoop houses and other similar structures.~~

~~HISTORY~~
~~*Adopted by Ord. 2016-014 §1 on 7/1/2016*~~

15.10.~~120~~ 050 Requirements For Installation Of Outdoor Lighting

A. Except as exempted by provisions of this ordinance, ~~as of the date of adoption,~~ the installation and use of outdoor lighting fixtures shall be subject to the provisions of this ordinance.

B. All non-exempt outdoor lighting fixtures shall meet the following requirements:

1. Downcast. Lighting shall be downcast. Uplighting is prohibited.

2. Fully Shielded. Unless subject to an exemption, all light fixtures shall be fully shielded.

3. Light Trespass. Unless subject to an exemption, light trespass is prohibited for outdoor light fixtures.

HISTORY
Adopted by Ord. 94-024 §1 on 8/31/1994
Amended by Ord. 95-063 §1 on 10/11/1995
Amended by Ord. 2025-xxx §x on x/x/2025

~~**15.10.130 Submission Of Plans And Evidence Of Compliance With Code; Subdivision Plats**~~

~~All proposed subdivisions and partitions within Deschutes County that include outdoor lighting fixtures or street lighting shall be subject to the provisions of this ordinance.~~

~~HISTORY~~
~~*Adopted by Ord. 94-024 §1 on 8/31/1994*~~
~~*Amended by Ord. 95-063 §1 on 10/11/1995*~~

~~**15.10.140 Shielding**~~

~~All nonexempt outdoor lighting fixtures shall have shielding as required by the tables set forth in DCC 15.10.200.~~

~~HISTORY~~
~~*Adopted by Ord. 94-024 §1 on 8/31/1994*~~
~~*Amended by Ord. 95-063 §1 on 10/11/1995*~~

~~**15.10.150 Prohibitions**~~

~~A. Laser Source Light. The use of laser source light or any similar high intensity light for outdoor advertising or entertainment, when projected above the horizontal is prohibited.~~

~~B. Searchlights. The operation of searchlights for advertising purposes is prohibited between eleven o'clock P.M. and sunrise the following morning.~~

~~C. Recreational Facilities. No outdoor recreational facility, public or private, shall be illuminated after eleven o'clock P.M. except to conclude a specific recreational or sporting event or any other similar activity conducted at or in the facility which was in progress under such illumination prior to eleven o'clock P.M., except that any outdoor recreational facility, public or private, which is illuminated with outdoor lighting fixtures conforming to this code may operate any time with such illumination.~~

~~HISTORY~~
~~*Adopted by Ord. 94-024 §1 on 8/31/1994*~~
~~*Amended by Ord. 95-063 §1 on 10/11/1995*~~

~~**15.10.160 Externally Lighted Outdoor Advertising Signs, Billboards**~~

~~All externally lighted advertising signs and billboards will be illuminated by one of the following manners:~~

~~A. Top mounted fixtures in which case such fixtures will conform to the shielding requirements as set forth in DCC 15.10.140.~~

~~B. Bottom mounted fixtures in which case such fixtures shall be shielded either by application of external device or manufactured in such a way that upward and side directed light is confined to an area within four inches of the outermost surface of the sign's top and sides. Shielding will be constructed in such a manner that no reflective surface of the lighting fixture will extend past the limit of the shielding in the vertical plane when viewed from directly above. (See typical drawings - Table 1 and Table 2 attached.)~~

~~HISTORY~~
~~*Adopted by Ord. 94-024 §1 on 8/31/1994*~~
~~*Amended by Ord. 95-063 §1 on 10/11/1995*~~

15.10.~~170~~ 060 Exemptions

Certain outdoor light fixtures are exempt from this ordinance, subject to the following standards:

A. Nonconformance.

1. All ~~other~~ outdoor light fixtures lawfully installed prior to and operable on the effective date of the requirements codified in this ordinance are exempt from all such requirements except ~~those regulated in DCC 15.10.150(A), (B) and (C) or~~ as follows:

   a. All replacement of outdoor lighting fixtures, as of the date of adoption, shall be subject to the provisions of this ordinance.

   b. Until a date ~~six~~ three years after the date of adoption of this ~~code~~ordinance.~~, August 31, 2000.~~

~~2. Fossil Fuel Light. All outdoor light fixtures producing light directly by the combustion of natural gas or other fossil fuels are exempt from all requirement of DCC 15.10.~~

B. Airport operations lighting and aircraft navigational beacons required by the Federal or State Law ~~as established by the Federal Aviation Administration~~ are ~~permanently~~ exempt from these provisions. All other airport outdoor lighting must conform ~~to the intent of~~with this ordinance.

~~C. Correctional Institutions. Exterior lighting for County correctional institutions shall be shielded high pressure sodium except at the immediate entry area, in which case other lighting may be used that conforms to the intent of this ordinance.~~

~~D.~~C. ~~Lights used for holiday decorations for no more than 45 days are exempt from the requirements of this ordinance.~~ Seasonal holiday lighting from December 1 to January 15 is exempt. Other event-specific lighting for no more than fourteen cumulative days in a single

calendar year also is exempt. “Event-specific lighting” means lighting other than seasonal holiday lighting, illuminated for a period not to exceed fourteen cumulative days in a calendar year, associated with a holiday or other special occasion.

E.D. ~~Carnivals and Fairs~~Special events that require the use of temporary outdoor lighting fixtures are exempt for up to 10 consecutive days. ~~except that P~~permanent installations at dedicated sites must conform to the requirements of this ordinance.

~~F. Historical areas as designated by proper authority are exempt from the requirements of this ordinance. Use of the minimum illumination necessary to maintain public safety is encouraged.~~

~~G. Motion detector lights that operate automatically for periods of less than 20 minutes.~~

~~H.~~E. U.S. flags displayed by top mounted lighting on a ~~24~~ 24-hour~~s~~ basis.

~~I.~~F. Internally lighted advertising signs.

G. Bottom mounted fixtures on externally lighted advertising signs and billboards, in which case such fixtures shall be shielded either by application of external device or manufactured in such a way that upward and side directed light is confined to an area within four inches of the outermost surface of the sign's top and sides. Shielding will be constructed in such a manner that no reflective surface of the lighting fixture will extend past the limit of the shielding in the vertical plane when viewed from directly above.

~~J.~~H. Temporary exemptions to the provision(s) of DCC Title 15 for five days cumulatively in a~~per~~ calendar year.

~~K.~~I. Television or movie film productions are exempt except that permanent installations at dedicated sites must conform to the requirements of this ordinance.

~~L.~~J. ~~Customary agricultural practices are exempt except that~~Farming practices and forest practices. ~~permanent~~ Permanent installations ~~at dedicated sites~~ must conform to the requirements of this ordinance.

K. Construction lighting necessary for an allowed use. ~~are exempt except that P~~permanent installations at dedicated sites must conform to the requirements of this ordinance.

L. Recreational Facilities. Outdoor light fixtures in association with a sports or recreational facility, public or private, prior to eleven o'clock P.M.

M. String Lights, subject to the following standards:

1. String lights shall not be used to solely illuminate or decorate landscaping features, walls, or fences.

2. All installations of string lighting shall employ lamps that do not flash or flicker.

3. In association with non-residential uses, string lights may be installed in outdoor dining and entertainment areas only and shall not be used to delineate or outline

the edges of a building or for any other purpose. String lighting must be completely extinguished by the end of normal business hours.

4. In association with residential uses, string lighting may be used to delineate or outline the edges of patios, porches, decks and similar structures. String lighting must be completely extinguished by 11 P.M.

5. These limitations do not apply to string lights used as holiday lighting, which are instead subject to holiday lighting standards.

N. Publicly Owned Lighting. Publicly owned lighting (including streetlights located in the public right-of-way) shall be fully shielded but are not required to comply with light trespass requirements.

O. Searchlights. The operation of searchlights for purposes other than public safety or emergencies is prohibited.

HISTORY
Adopted by Ord. 94-024 §1 on 8/31/1994
Amended by Ord. 95-063 §1 on 10/11/1995
Amended by Ord. 99-022 §1 on 8/25/1999
Amended by Ord. 2025-xxx §x on x/x/2025

15.10.~~180~~ 070 Violations And Penalties

For any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve or convert any lighting structure, or cause the same to be done, contrary to or in violation of any provision of this ordinance shall constitute a code violation subject to DCC 18.144.050.

HISTORY
Adopted by Ord. 94-024 §1 on 8/31/1994
Amended by Ord. 95-063 §1 on 10/11/1995
Amended by Ord. 2003-021 §33 on 4/9/2003
Amended by Ord. 2025-xxx §x on x/x/2025

15.10.~~190~~ 080 Violations Constitute Public Nuisance

Any outdoor lighting fixture erected, constructed, enlarged, altered, repaired, moved, improved, or converted, contrary to the provisions of this ordinance shall constitute a public nuisance ~~code violation~~ subject to DCC 18.144.040.

HISTORY
Adopted by Ord. 94-024 §1 on 8/31/1994
Amended by Ord. 95-063 §1 on 10/11/1995
Amended by Ord. 2025-xxx §x on x/x/2025

~~15.10.200 Code Requirements Tables For Shielding Tables 1, 2, And 3~~

A. ~~Outdoor lighting fixtures (except street lighting - see Table 2).~~

FINDINGS
DARK SKIES TEXT AMENDMENTS

I. APPLICABLE CRITERIA:

Deschutes County lacks specific criteria in DCC Titles 18, 19, 22, or 23 for reviewing a legislative text amendment. Nonetheless, since Deschutes County is initiating this amendment, the County bears the responsibility for demonstrating consistency with Statewide Planning Goals and the existing Comprehensive Plan.

II. BACKGROUND:

Since November 2021, both the Board and Planning Commission have expressed support for updating DCC Chapter 15.10, Outdoor Lighting Control. In February 2022, the Planning Commission convened an 8-person panel reflecting varying perspectives related to dark skies and outdoor lighting. The panel discussed the importance of dark sky best practices and the increase in light pollution in the region from approximately 2012-2020.

In April 2022, the Board directed staff to pursue dark skies best practices and potential goals and policies as part of the Deschutes County 2040 Comprehensive Plan Update process. In October, during a Community Development Department FY 2022-23 Planning Division Work Plan Update, the Board expressed support for revisiting DCC Chapter 15.10 as a standalone work item, emphasizing educational outreach efforts rather than code enforcement responses.

Staff convened a second panel discussion in April 2023 to further explore such issues. The panel included representatives from the Oregon Chapter of International Dark-Sky Association (subsequently renamed to DarkSky International), an astronomer, Visit Central Oregon, Central Oregon Builders Association (COBA), Deschutes County Code Enforcement, a farmer/rancher, and a science educator.

Notable points that were raised by individuals (but not necessarily group consensus) in this panel included:

- Code update should include a revised purpose statement
- Exception from shielding for lights on timers should be eliminated
- Dark skies initiative is a great example of a diverse economic driver that aligns with natural resource values, destination values, etc. associated with the types of visitors that come to Central Oregon

- Full cutoff fixtures and prevention of light trespass are already measures that the building community is supportive of, but they would likely not be supportive of additional inspection fees
- Timers are often the subject of complaints - while they are on a timed window, they can be triggered multiple times each night, which creates more or less continuous lighting.
- If all lighting is required to be shielded, it could aid with enforcement

Existing Regulations

DCC Chapter 15.10, Outdoor Lighting Control, was adopted in 1994. The 1994 amendments require all private and commercial outdoor lighting fixtures located in the unincorporated areas installed after August 10, 1994 utilizing a 110-watt or brighter incandescent bulb to be shielded by design or modification that directs light downward, and must limit direct line-of-sight of the fixture's lamp to the property on which the fixture is installed. Other types of bulbs have different shielding requirements depending on wattage. DCC Chapter 15.10 also provides several exemptions.

Legislative Approach and Challenges

Updating lighting regulations to improve dark skies has been a consistent theme of Board, Planning Commission, citizen, and panel discussion on this topic. Any new regulations must balance the effectiveness of the code against the public and private costs to operate and enforce the program. Notably, implementation and enforcement are significant challenges; as a result, the proposed amendments seek to simplify the code wherever possible; the proposed code also includes guiding principles for effective and responsible lighting that are not intended to be mandatory approval criteria. In addition to the proposed code amendments, staff will initiate public education efforts aimed at educating County residents and visitors about dark sky principles.

The Building Safety Division administers and implements state building codes. Plans examiners and building inspectors do not have the capacity to review or inspect outdoor lighting fixtures through a separate, unfunded application for lighting review. Currently, every building permit reviewed by the Building Safety Division Plan is stamped with a notation that exterior lighting must comply with Deschutes County's lighting regulations. At final inspection, however, not everything noted or stamped on a building plan is inspected.

Outdoor lighting-related code enforcement violations are currently identified as a relatively low priority for resolution. Currently, outdoor lighting-related complaints constitute approximately 2% of the total received annually. Code enforcement specialists typically send educational materials to violators to encourage them to achieve compliance through changing their lights and/or shielding their lighting fixtures. Generally, outdoor lighting regulations are difficult to enforce for reasons of property access, inaccuracy of photos as evidence, after-hours site visits/investigations, inaccuracies/calibration/training for measurement devices, and other issues. Notably, code enforcement staff observed during the 2023 panel that a simpler code would likely be easier to enforce.

III. AMENDMENT SUMMARY:

The proposed streamlined code takes the challenges of enforcement and implementation into consideration, while addressing concerns that have been raised by experts and the public over the last several years.

- Definitions: Definitions, which previously utilized a separate section for each term, have been consolidated into a single section, and superfluous or outdated definitions (for instance, those defining certain types of light fixtures that are no longer referred to in the chapter) have been removed. New definitions have been provided for several terms, most notably "downcast," "light trespass," and "string lights."

- Purpose statement: This statement has been revised utilizing input from a DarkSky representative to reflect the need for lighting practices that are both safe and responsible, recognizing the County's night sky as an economic and community natural resource.

- Guiding principles: These principles, based on those from DarkSky International, have been added and are not intended to be mandatory. However, recognizing the limitations of enforcement, guiding principles can provide applicants with best practices for responsible lighting concepts.

- Primary requirements: DCC 15.10.050 presents three requirements applicable to all non-exempt outdoor light fixtures: lights must be downcast, fully shielded, and light trespass is prohibited. The proposed amendments remove distinctions between—and tables referring to—different types of bulbs/fixtures and wattage in favor of a simplified approach that is easier to implement and enforce. During the panel discussions, this simplification was acknowledged as a potentially effective strategy that recognizes the limitations of implementation and enforcement and that is easy to understand.

- Prohibitions (formerly DCC 15.10.150) and externally lighted advertising signs (formerly DCC 15.10.160): Both of these sections were deleted, with some language moved to DCC 15.10.060, Exemptions. Both contained redundant references to lighting that must conform to the shielding requirements that apply to all non-exempt fixtures (for instance, top mounted fixtures for advertising signs). Provisions for searchlights, recreational facilities, and bottom mounted advertising lighting were moved to DCC 15.10.060 Exemptions, which more accurately captures the criteria for these types of light fixtures.

- Exemptions: The proposed amendments clarify some existing exemptions and add others (see above). The amendments remove several exemptions that would now be subject to the requirements of DCC 15.10.050, including correctional institutions, historical areas, and motion detector lights. The amendments add exemptions for string lights, publicly owned lighting including streetlights, and searchlights.

IV. BASIC FINDINGS

The Planning Division determined that amendments were necessary to incorporate changes to modernize Deschutes County's outdoor lighting standards. Staff initiated the proposed

amendments and notified the Oregon Department of Land Conservation and Development on June 5, 2025 (File no. 247-25-000377-TA). As demonstrated in the findings below, the amendments remain consistent with Deschutes County Code and the Statewide Planning Goals.

V. FINDINGS:

CHAPTER 22.12, LEGISLATIVE PROCEDURES

Section 22.12.010.

Hearing Required

No legislative change shall be adopted without review by the Planning Commission and a public hearing before the Board of County Commissioners. Public hearings before the Planning Commission shall be set at the discretion of the Planning Director, unless otherwise required by state law.

FINDING: This criterion is met because a public hearing was held before the Deschutes County Planning Commission (Commission) on 7/10/2025 and a public hearing was held before the Board of County Commissioners (Board) on 8/27/2025.

Section 22.12.020, Notice

Notice

A. Published Notice

1. Notice of a legislative change shall be published in a newspaper of general circulation in the county at least 10 days prior to each public hearing.

2. The notice shall state the time and place of the hearing and contain a statement describing the general subject matter of the ordinance under consideration.

FINDING: This criterion is met as notice was published in *The Bulletin* newspaper on 6/29/2025 for the Commission public hearing and on 8/15/2025 for the Board public hearing.

B. Posted Notice. Notice shall be posted at the discretion of the Planning Director and where necessary to comply with ORS 203.045.

FINDING: Posted notice was determined by the Planning Director not to be necessary.

C. Individual notice. Individual notice to property owners, as defined in DCC 22.08.010(A), shall be provided at the discretion of the Planning Director, except as required by ORS 215.503.

FINDING: The proposed amendments are legislative and do not apply to any specific property. Therefore, individual notice is not required.

D. Media notice. Copies of the notice of hearing shall be transmitted to other newspapers published in Deschutes County.

FINDING: Notice was provided to the County public information official for wider media distribution. This criterion has been met.

Section 22.12.030 Initiation of Legislative Changes.

A legislative change may be initiated by application of individuals upon payment of required fees as well as by the Board of County Commissioners.

FINDING: The application was initiated by the Deschutes County Planning Division at the direction of the Board and has received a fee waiver. This criterion has been met.

Section 22.12.040. Hearings Body

A. The following shall serve as hearings or review body for legislative changes in this order:
1. The Planning Commission.
2. The Board of County Commissioners.
B. Any legislative change initiated by the Board of County Commissioners shall be reviewed by the Planning Commission prior to action being taken by the Board of Commissioners.

FINDING: This criterion is met as the Commission held a public hearing on 7/10/2025. The Board held a public hearing on 8/27/2025.

Section 22.12.050 Final Decision

All legislative changes shall be adopted by ordinance

FINDING: The proposed legislative changes included in file no. 247-25-000377-TA will be implemented by ordinances upon approval and adoption by the Board. This criterion will be met.

Oregon Statewide Planning Goals:

Statewide Planning Goal 1 – Citizen Involvement:

This goal outlines the citizen involvement requirement for the adoption of Comprehensive Plans and changes to the Comprehensive Plan and implementing documents.

FINDING: The County's citizen involvement program ensures that any amendments to the County's development code are reviewed through a duly noticed public process. This legislative process to

review the proposed amendments will require two public hearings, one before the Commission on 7/10/2025 and one before the Board on 8/27/2025.

Information was distributed throughout the process via the project website and through social media and email. All Commission and Board work sessions were open to the public and noticed in accordance with the County's rules and regulations. All work session materials, including meeting recordings and summaries, were available on the County's website. All the aforementioned venues provided the opportunity for gathering feedback and comments.

As part of the legislative process, public notice requirements for the Commission and Board public hearings were met. The notice was sent to persons who requested notice, affected government agencies, and was published in the 6/29/2025 and 8/15/2025 issues of the Bend Bulletin. The notices invited public input and included the phone number of a contact person to answer questions. The notice also included the address of the County's webpage where the draft of the proposal can be viewed.

Statewide Planning Goal 2 – Land Use Planning:

This goal outlines the land use planning process and policy framework. The County's Comprehensive Plan was acknowledged by DLCD as being consistent with the statewide planning goals.

FINDING: Deschutes County has an acknowledged Comprehensive Plan and enabling ordinances. The amendments to the DCC are being undertaken to bring residential development standards, criteria, and procedures into compliance with state statutes.

The amendments are being processed in accordance with the County's adopted procedures, which requires any applicable statewide planning goals, federal or state statutes or regulations, comprehensive plan policies, and the County's implementing ordinances be addressed as part of the decision-making process. The amendments are being processed as a post-acknowledgement plan amendment (PAPA) and noticing requirements have been met. All applicable review criteria have been addressed within this staff report; therefore, the requirements of Goal 2 have been met.

Statewide Planning Goals 3 and 4 – Agricultural Lands and Forest Lands:

FINDING: No changes related to agricultural or forest lands are proposed as part of the text amendments. The amendments seek to encourage the utilization of responsible lighting practices that recognize the County's night sky as an economic and community natural resource while still allowing customary farm and forest practices to occur. This goal does not apply.

Statewide Planning Goal 5 – Natural Resources, Scenic and Historic Areas, and Open Spaces:

FINDING: This goal requires the inventory and protection of natural resources, open spaces, historic sites and areas. No changes related to Goal 5 resources are proposed as part of the text amendments. This goal does not apply.

Statewide Planning Goal 6 – Air, Water, and Land Resource Quality:

FINDING: The County is currently in compliance with the State's Goal 6 program. The amendments do not alter the County's acknowledged land use programs regarding air, water, and land resource quality. This goal does not apply.

Statewide Planning Goal 7 – Areas Subject to Natural Hazards:

FINDING: No changes will occur to County programs related to flood management, wildfire mitigation, or other natural hazards. This goal does not apply.

Statewide Planning Goal 8 – Recreational Needs:

FINDING: The proposed amendments do not address or alter any County recreational programs or land use requirements related to parks and recreation. This goal does not apply.

Statewide Planning Goal 9 – Economic Development:

FINDING: The proposed amendments do not alter the County's compliance with Goal 9, which is to provide adequate opportunities for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens. The amendments seek to encourage the utilization of responsible lighting practices that recognize the County's night sky as an economic and community natural resource. The proposed amendments are in compliance with Goal 9.

Statewide Planning Goal 10 – Housing:

FINDING: This goal is not applicable because unlike municipalities, unincorporated areas are not obligated to fulfill certain housing requirements.

Statewide Planning Goal 11 – Public Facilities and Services:

FINDING: The County is currently in compliance with Goal 11 through its acknowledged Comprehensive Plan. The amendments do not alter the County's compliance with Goal 11 and are consistent with this goal.

Statewide Planning Goal 12 – Transportation:

FINDING: The County is currently in compliance with Goal 12 and Metro's Regional Transportation Plan through its acknowledged Comprehensive Plan and TSP as required by Oregon Administrative Rule 660-012 (Transportation Planning Rule - TPR). The proposed amendments do not alter the County's compliance with Goal 12.

Statewide Planning Goal 13 – Energy Conservation:

FINDING: The County is currently in compliance with Goal 13 through its acknowledged Comprehensive Plan. The amendments do not alter the County's compliance with Goal 13 and are consistent with this goal.

Statewide Planning Goal 14 – Urbanization:

FINDING: The County is currently in compliance with Goal 14 through its acknowledged Comprehensive Plan and land use regulations. The County also has signed Joint Management Agreements with the cities of Bend, Redmond, and Sisters as required by ORS 195.065. The amendments do not alter the County's compliance with Goal 14 and are consistent with this goal.

VI. CONCLUSION:

Based on the information provided herein, staff recommends the Board of County Commissioners approve the proposed text amendments that make changes necessary to modernize the outdoor lighting ordinance.

BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August 27, 2025

SUBJECT: Second Reading of Ordinance No. 2025-007: Reconsideration of the Deschutes County 2040 Comprehensive Plan Update

RECOMMENDED MOTIONS:
1. Move approval of second reading of Ordinance No. 2025-007 by title only.
2. Move adoption of Ordinance No. 2025-007.

BACKGROUND AND POLICY IMPLICATIONS:
On August 27, 2025, staff will present Ordinance No. 2025-007 to the Board of County Commissioners (Board) for consideration of second reading following the Board's approval (by a 2 – 1 vote) of first reading on June 25, 2025.

The full record is available on the project website: https://bit.ly/Deschutes2040Reconsideration.

BUDGET IMPACTS:
None

ATTENDANCE:
Nicole Mardell, AICP, Senior Planner
Will Groves, Planning Manager
Stephanie Marshall, Senior Assistant Legal Counsel

COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners

FROM: Nicole Mardell, AICP, Senior Planner
Will Groves, Planning Manager
Peter Gutowsky, AICP, Director

DATE: August 20, 2025

SUBJECT: Consideration of Second Reading: Ordinance 2025-007 Deschutes County 2040 Comprehensive Plan Reconsideration

I. SUMMARY

On August 27, 2025, staff will present Ordinance No. 2025-007 to the Board of County Commissioners (Board) for consideration of second reading. This action reconsiders Ordinance 2024-007 and readopts the Deschutes County 2040 Comprehensive Plan (2040 Plan).[1] The associated file number is 247-25-000145-PA.

II. BACKGROUND

On October 2, 2024, the Board voted 2-1 to adopt Ordinance 2024-007, repealing and replacing the 2011 Deschutes County Comprehensive Plan (2011 Plan) with the 2040 Plan (file no. 247-23-000644-PA). The decision was subsequently appealed by Central Oregon Landwatch (COLW) to the Land Use Board of Appeals (LUBA). The 2040 Plan is not in effect until the appeal process is resolved.

On February 20, 2025, the County received the Petitioner's Brief from COLW. Staff determined that new issues were raised in the Petitioner's Brief that were not previously discussed at the local level. Oregon Revised Statute and Oregon Administrative Rule (OAR) allow local governments to reconsider a legislative decision in response to new issues raised by LUBA appellants by conducting a new hearing. The Board on March 5, adopted Order No. 2025-004 initiating reconsideration of the 2040 Plan. LUBA confirmed this approach through LUBA Order No. 2024-080, on March 12 enabling the Board to initiate a limited de novo hearing process to gather additional testimony relating to COLW's Petitioner's Brief. The County is required to complete the hearing process and file a reconsideration decision by September 8, 2025.

[1] The associated file number is 247-25-000145-PA. The entire record is available on the project website: https://bit.ly/Deschutes2040Reconsideration.

The Board held public hearings on April 23 and May 21, 2025. After the hearing on May 21, the Board closed the oral portion of the record and kept the written record open until Wednesday, May 28. On June 25, the Board conducted a first reading of Ordinance 2025-007, voting 2-1 to approve amendments to the 2040 Plan with the following revisions:

- Delete Policies 9.2 and 9.3
- Revert policies in 9.2.1 – 9.3.15 to the original language from the 2011 Comprehensive Plan.
- Update narrative in Chapter 3 to include the number of acres of Exclusive Farm Use zoned land in Deschutes County.
- Update narrative in Chapter 3 to include the number of acres rezoned from Exclusive Farm Use to other zones in the last twelve years.

On June 26, 2025, LUBA issued Decision No. 2025-015, *Central Oregon Landwatch vs. Deschutes County and Destiny Court Properties LLC (Destiny Court)*.[2] The *Destiny Court* decision contains interpretations pertaining to cluster development and planned unit development (PUD) that warranted review during the Deschutes County 2040 Plan reconsideration process. On July 21, 2025, the Board adopted Order 2025-030 per Deschutes County Code 22.24.160(A), which grants the Board discretion and authority to reopen the record upon request or its own initiative.

IV. REOPENED WRITTEN RECORD AND DELIBERATIONS

The Board considered substantive revisions to Ordinance 2025-007 between its first and second reading by adopting Order 2025-030 and reopening the written record on July 21. The Board directed staff to reopen the written record to accept new testimony and evidence specific to *Destiny Court,* minimum lot size for rural residential areas, and cluster and PUDs. Pursuant to Order No. 2025-030, written testimony was accepted until August 1, 2025, at 4:00 p.m.

On August 11, 2025, the Board deliberated and voted 2-1 to approve revisions to the draft document to add the draft policies below.

- Policy 10.1.1. *Except for parcels in the Westside Transect Zone, the minimum lot or parcel size for new residential parcels shall be 10 acres.*

- Policy 10.1.2. *Notwithstanding Policy 10.1.1, for cluster or planned unit development on property in a rural residential area as of October 4, 2000, the minimum lot or parcel size for new residential parcels shall be no less than 2 acres, with the option of having average densities of less than 10 acres when factoring the open space tract, subject to OAR 660-004-0040(4)(b), (6)(a), and (8).*

- Policy 10.1.3. *Notwithstanding Policy 10.1.1, for cluster or planned unit development on property not in a rural residential area in effect as of October 4, 2000, and limited to properties that have received a Goal 3 exception, Goal 4 exception, or a nonresource land designation per OAR 660-004-005(3), the minimum lot or parcel size for new residential parcels shall be no less than 2 acres with average densities of no less than 10 acres when factoring the open space tract, subject to OAR 660-004-0040(8) and OAR 660-004-0040(3)(c)(F).*

[2] https://www.oregon.gov/luba/Docs/Opinions/2025/06-25/25015.pdf

The Board also approved renumbering of policies 10.1.4-10.1.11 and revisions to the draft findings document to support these policies. The attached draft Ordinance No. 2025-007 reflects these changes.

VI. CONSIDERATION OF SECOND READING

Second reading of Ordinance 2025-007 is scheduled for August 27, 2025.

Attachments:

1. Ordinance 2025-007
   A. 23.01 Legislative History
   B. Amended Deschutes 2040 Comprehensive Plan – August 4, 2025 Version
   C. 5.12 Legislative History
   D. Findings – August 6, 2025 Version

REVIEWED

_____

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Ordinance Superseding Ordinance 2024-007 and Amending Title 23, the Deschutes County Comprehensive Plan, to incorporate revisions resulting from the Deschutes County 2040 Update Process	* * * * *	ORDINANCE NO. 2025-007

WHEREAS, on October 2, 2024, the Board of County Commissioners ("Board") adopted Ordinance 2024-007, repealing and replacing the Deschutes County Comprehensive Plan with the Deschutes County 2040 Plan (File No. 247-23-000644-TA), and

WHEREAS, Central Oregon Landwatch appealed Ordinance 2024-007 to the Land Use Board of Appeals ("LUBA") on October 28, 2024; and

WHEREAS, on March 23, LUBA issued Order No. 2024-080, initiating a *limited de novo* hearing process to allow the county to gather additional testimony on items related to the *Petitioner's Brief* submitted by Central Oregon Landwatch; and

WHEREAS, after notice was given in accordance with applicable law, public hearings were held before the Board on April 23 and May 21, 2025, with the written record closing on May 28, 2025; and

WHEREAS, following first reading of this Ordinance No. 2025-007 on June 25, 2025, the Board decided to allow additional written testimony to address LUBA's recent ruling in *Central Oregon Landwatch v Deschutes County* ("*Destiny Court")* , rural residential minimum lot size, and cluster and planned unit developments; and

WHEREAS, through Order 2025-030, the Board reopened the written record in this matter from July 21, 2025, to August 1, 2025, and staff proposed revisions to this Ordinance to reflect new information received in the open record period; and

WHEREAS, the Board concluded the proposed amendments to this Ordinance are of benefit to the public and finds it in the public interest to supersede Ordinance 2024-007 and to adopt the following Comprehensive Plan amendments; and

WHEREAS, the Goal Post rule set forth in ORS 227.178(3)(a) prescribes the newly adopted amendments apply to applications submitted after the effective date; now, therefore,

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

Section 1. AMENDING. DCC 23.010.010 is amended as described in Exhibit "A", attached and incorporated by reference herein with repealed language set forth in ~~strikethrough~~ and underlined.

Section 2. AMENDING The 2010 Deschutes County Comprehensive Plan, adopted by Ordinance 2011-003, is amended to read as described in Exhibit "B", attached and incorporated by reference herein.

Section 3. AMENDING. Deschutes County Comprehensive Plan Section 5.12, Legislative History, is amended to read as described in Exhibit "C", attached and incorporated by reference herein, with new language underlined.

Section 4. FINDINGS. The Board adopts as its findings Exhibit "D," attached and incorporated by reference herein.

Section 5. EFFECTIVE DATE. This Ordinance takes effect on the 90th day after the date of adoption or, if appealed, the date the ordinance is no longer subject to appeal.

Dated this _____ of _____, 2025

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

_____
ANTHONY DeBONE, Chair

_____
PATTI ADAIR, Vice Chair

ATTEST:

_____
Recording Secretary

_____
PHILIP CHANG, Commissioner

Date of 1st Reading: _____ day of _____, 2025.

Date of 2nd Reading: _____ day of _____, 2025.

Record of Adoption Vote:

Commissioner	Yes	No	Abstained	Excused
Anthony DeBone	___	___	___	___
Patti Adair				
Philip Chang	___	___	___	___

Effective date: _____ day of _____, 2025.

Exhibit "A" to Ordinance 2025-007

TITLE 23 COMPREHENSIVE PLAN

CHAPTER 23.01 COMPREHENSIVE PLAN

A. The Deschutes County Comprehensive Plan, adopted by the Board in Ordinance 2011-003 and found on the Deschutes County Community Development Department website, is incorporated by reference herein.

B. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2011-027, are incorporated by reference herein.

C. [Repealed by Ordinance 2013-001, §1]

D. [Repealed by Ordinance 2023-017]

E. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2012-012, are incorporated by reference herein.

F. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2012-016, are incorporated by reference herein.

G. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-002, are incorporated by reference herein.

H. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-009, are incorporated by reference herein.

I. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-012, are incorporated by reference herein.

J. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-007, are incorporated by reference herein.

K. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-005, are incorporated by reference herein.

L. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-006, are incorporated by reference herein.

M. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-012, are incorporated by reference herein.

N. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-021, are incorporated by reference herein.

O. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-027, are incorporated by reference herein.

P. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-021, are incorporated by reference herein.

Q. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-029, are incorporated by reference herein.

R. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-018, are incorporated by reference herein.

S. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-010, are incorporated by reference herein.

T. [Repealed by Ordinance 2016-027 §1]

U. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-022, are incorporated by reference herein.

V. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-005, are incorporated by reference herein.

W. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-027, are incorporated by reference herein.

X. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-029, are incorporated by reference herein.

Y. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2017-007, are incorporated by reference herein.

Z. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-002, are incorporated by reference herein.

AA. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-006, are incorporated by reference herein.

AB. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-011, are incorporated by reference herein.

AC. [repealed by Ord. 2019-010 §1, 2019]

AD. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-008, are incorporated by reference herein.

AE. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-002, are incorporated by reference herein.

AF. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-001, are incorporated by reference herein.

AG. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-003, are incorporated by reference herein.

AH. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-004, are incorporated by reference herein.

AI. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-011, are incorporated by reference herein.

AJ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-006, are incorporated by reference herein.

AK. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-019, are incorporated by reference herein.

AL. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-016, are incorporated by reference herein.

AM. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-001, are incorporated by reference herein.

AN. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-002, are incorporated by reference herein.

AO. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-003, are incorporated by reference herein.

AP. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-008, are incorporated by reference herein.

AQ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-007, are incorporated by reference herein.

AR. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-006, are incorporated by reference herein.

AS. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-009, are incorporated by reference herein.

AT. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-013, are incorporated by reference herein.

AU. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-002, are incorporated by reference herein.

AV. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-005, are incorporated by reference herein.

AW. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-008, are incorporated by reference herein.

AX. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-001, are incorporated by reference herein.

AY. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-003, are incorporated by reference herein.

AZ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-006, are incorporated by reference herein.

BA. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-010, are incorporated by reference herein.

BB. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-011, are incorporated by reference herein. (superseded by Ord. 2023-015)

BC. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-013, are incorporated by reference herein. (supplemented and controlled by Ord. 2024-010)

BD. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-001, are incorporated by reference herein.

BE. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-007, are incorporated by reference herein.

BF. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-010 are incorporated by reference herein.

BG. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-018, are incorporated by reference herein.

BH. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-015, are incorporated by reference herein.

BI. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-025, are incorporated by reference herein.

BJ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-001, are incorporated by reference herein.

BK. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-003, are incorporated by reference herein.

BL. The Deschutes County Comprehensive Plan, adopted by the Board in Ordinance 2024-007 and found on the Deschutes County Community Development Department website, is incorporated by reference herein~~.~~ (superseded by Ord. 2025-007).

BM. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-010, are incorporated by reference herein.

BN. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-017, are incorporated by reference herein.

BO. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-016, are incorporated by reference herein.

BP. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-011, are incorporated by reference herein.

BQ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-012, are incorporated by reference herein.

BR. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2025-001, are incorporated by reference herein.

BS. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2025-003, are incorporated by reference herein.

BT. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2025-010, are incorporated by reference herein.

BU. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2025-007, are incorporated by reference herein.

Click here to be directed to the Comprehensive Plan (http://www.deschutes.org/compplan)

Deschutes County
Comprehensive Plan

DESCHUTES COUNTY
2040

Updated August 1, 2025

Acknowledgements

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Patti Adair, Vice Chair

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Introduction

The purpose of the Deschutes County Comprehensive Plan is to provide 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 provides a legal framework for establishing more specific land use actions and regulations such as zoning. The goals and policies are based on existing conditions and trends, community values, and the statewide planning system. The Plan must provide clear policy direction yet remain flexible.

The County's most recent Comprehensive Plan was adopted in 2011. Since then, the County has grown substantially and experienced many demographic and economic shifts. Between April 2010 and July 2020, the County's population grew from 157,730 residents to 198,253 residents. This growth - 25.7% over ten years - is over twice the 10.6% increase that the State of Oregon experienced as a whole. The latest projections from Portland State University's Population Research Center suggest strong continued growth throughout Deschutes County.

An updated Comprehensive Plan is necessary to address current needs of the communities in the County, as well as to guide the anticipated growth and development of Deschutes County over the next twenty years. Although many of the goals and policies of the 2011 Plan still hold value, fundamental data, trends, and land use issues have become outdated. The updated Comprehensive Plan needs to incorporate community input to craft new and updated goals and policies regarding agriculture, forestry, housing, recreation, natural resources, natural hazards, economic development, and transportation.

In Oregon, comprehensive plans must comply with the statewide planning system, which was adopted in 1973 to ensure consistent land use policies across the State. While compliance with the statewide system is required, it is also important for a comprehensive plan to reflect local needs and interests. This Plan balances statewide requirements and local land use values.

The Comprehensive Plan is the County's long-range plan for how it will grow and serve its community members in the future. Oregon state law requires all counties and cities to adopt and regularly update Comprehensive Plans that are consistent with state and regional goals, laws, administrative rules, and other requirements and guidelines. The Comprehensive Plan addresses topics such as land use, housing, economic development, transportation, parks and recreation, and natural resources, with a strong emphasis on how land is used, developed, and/or conserved. Other topics in the plan include citizen involvement, natural hazards, public infrastructure and facilities, and more. The Plan describes conditions related to each element of the community and provides overarching guidance for future County decisions in the form of a set of goals, objectives, and policies. These policies will drive future decisions and actions undertaken by County staff, advisory groups, and elected decision-makers.

Oregon Statewide Land Use Planning Program

Establishes a consistent, statewide approach to planning and development. Development is encouraged to be concentrated into cities while farm, forest, and natural resource areas are encouraged to be protected from development.

Implementing Oregon Revised Statute and Rule

Provides very specific criteria for development outside of city limits, including permitted uses and development types on farm and forest lands. Counties are required to abide by these regulations when reviewing development proposals.

County Plans and Development Codes

Integrates statewide planning program goals, statute, and rule at the county level. Where the statewide planning program goals allow local discretion, implements locally developed plans and regulations.

Deschutes County Timeline

1859
Oregon Statehood

1905
City of Bend incorporated

1916
Deschutes County created from a portion of Crook County

1937
County Courthouse and most early records destroyed by fire

1941
Roberts Airfield completed allowing flights to Central Oregon for the first time

1970
"Deschutes County to 1990" Comprehensive Plan

1973
SB100 and Oregon Land Use Planning System Enacted

1979
"Deschutes County Year 2000" Comprehensive Plan

1988 to 2003
Periodic Review and updates to Comprehensive Plan

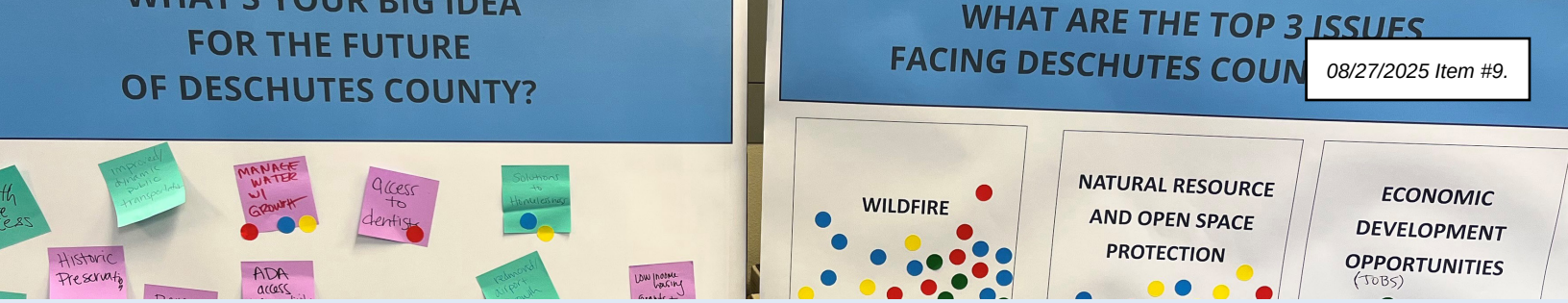
2010
"Deschutes County 2030" Comprehensive Plan Update

2023
"Deschutes 2040" Comprehensive Plan Update

City of Bend photo courtesy of DowntownBend.org

1

Community Engagement



Opportunities, Challenges, and Considerations

Public engagement is the touchstone of planning in Oregon. As Deschutes County grows and its population changes over the course of the next 20 years, the County must be prepared to find innovative ways to keep community members involved in the planning process and provide ample and accessible ways to find and digest information. Challenges including funding, resources, and ongoing state appeals might pose barriers to this work. The County has an opportunity to plan for adequate resources and staffing to support this work.

2023 Comprehensive Plan Update

A far-reaching community conversation was a vital part of updating the Deschutes County Comprehensive Plan. This effort included:

- **Two phases of engagement – one focusing on long-range vision, opportunities, and challenges; and another phase focusing on important and controversial topics.**
- **Outreach events in all parts of the County.**
- **A deliberate audit of engagement activities to learn and build on successes.**

Context

Involving the public in planning is a critical part of Oregon's land use system. Statewide Planning Goal 1 - Citizen Involvement, is intended to ensure that the public has the opportunity to be meaningfully involved in all phases of the land use planning process. Creating these opportunities requires time and energy on the part of County staff, as well as systems to incorporate that input in a meaningful way.

To participate in planning actions, the public needs to be notified of the proposal or project, understand the legal framework for the decision and understand the implications of the decision. Local governments need to be aware of changing technologies and best practices to involve the community and share project information. Community engagement can take many forms, such as focus groups for a larger planning project, email notification lists for department activities, or mailed notices of public hearings.

Summary of Engagement for the 2023 Update

23
Months

1,500
Unique Website Visitors

520
Email Contact List

29,000
Social Media Impressions

296
In-Person Attendees at Open Houses

15
News Stories

361
Online Open House Survey Responses

8
Planning Commission Meetings

66
Small-Group Meetings and Stakeholder Discussions

422
Small Group Attendees

2
Staff Community Engagement Trainings

3
Board Work Sessions

Regulatory Framework

Statewide Planning Goal 1 – Citizen Involvement lays the groundwork for the County's public involvement program. Jurisdictions are required to establish a Citizen Involvement Program that provides widespread community involvement, two-way communication with appropriate feedback mechanisms, opportunities for engagement in all phases of the planning process, technical information available in an intelligible form, and is adequately funded.

Statewide Planning Goal 1

To develop a citizen involvement program that ensures the opportunity for citizens to be involved in all phases of the planning process.

Deschutes County's Community Involvement Program

Statewide Planning Goal 1 is implemented by Deschutes County's Community Involvement Program, as described in the following section.

DESCHUTES COUNTY PLANNING COMMISSION

The Deschutes County Planning Commission serves as the County's Committee for Community Involvement (CCI). The Planning Commission is composed of seven volunteer members appointed to four-year terms by the Board of County Commissioners (Board).

Membership of the commission is representative of the various geographic areas of the County. Members are selected through an open process that aims to balance the diverse views of Deschutes County residents.

The purpose of the CCI is to create a direct and transparent connection between County decision-making and the public by providing regular updates, speakers, panel discussions, and handouts on land use law and policy. The CCI aims to make materials intelligible and convenient for the public and to provide a venue for civil discourse on important issues for the County.

HISTORIC LANDMARKS COMMISSION

The Historic Landmarks Commission serves as a hearings body for matters concerning historical districts, structures and sites within unincorporated Deschutes County as well as the city of Sisters. The Landmarks Commission is composed of nine voting and several non-voting ex-officio members who have demonstrated expertise in historic preservation related disciplines. Commissioners serve four-year terms.

OTHER LAND USE RELATED ADVISORY GROUPS

Project Wildfire is a committee formed to coordinate, develop and implement strategies to mitigate the effects of losses due to natural disasters that strike Deschutes County. Project Wildfire is composed of 15 to 27 members who reside or represent agencies within Deschutes County. All members are appointed by the Board and serve four years (see also Chapter 7, Natural Hazards).

The Deschutes River Mitigation and Enhancement Program helps achieve Oregon Department of Fish and Wildlife (ODFW) habitat and management goals and objectives within the Upper Deschutes River sub-basin, consistent with an agreement between the Central Oregon Irrigation District (COID) and ODFW. As part of that agreement COID provides ODFW with funds to develop and implement a fish and wildlife habitat mitigation and enhancement program for the Upper Deschutes River Basin. The Deschutes River Mitigation and Enhancement Committee has seven voting members appointed to three-year terms by the Board.

In addition to convening these groups, Deschutes County engages with the public through numerous methods, including:

- Conducting regular work sessions and hearings
- Providing timely public notice of important items
- Maintaining the County Website, including the department's "Community Engagement Center" page.
- Advertising events and engaging with constituents through social media channels
- Coordinating with media organizations, such as local newspapers.
- Meeting with individuals and small groups to get feedback on important issues.

These activities were part of the most recent update of this Comprehensive Plan.

Key Community Issues

Deschutes County is changing and community members are seeking new ways to share their ideas on key issues. To provide ample opportunities to engage, new tools and technologies will be needed to involve new groups. Issues that the policies in this section address include:

- Continuing to simplify materials to use plain language and be accessible to a variety of audiences
- Continuing to maintain a presence throughout the County, including holding meetings and events throughout the County
- Supporting engagement activities that allow community members to participate virtually and at the time of their choosing.

With these issues in mind, Deschutes County has adopted the following goals and policies.

Goals and Policies

Goal 1.1: Provide for a robust community involvement program that includes all members of the community, including those who are commonly under-represented, by ensuring access to information, encouraging community collaboration, identifying and addressing barriers to involvement, and promoting efficient and transparent planning processes.

Policy 1.1.1. Convene the Deschutes County Planning Commission as the County's Committee for Community Involvement in order to provide a direct and transparent connection between County decision-making and the public.

Policy 1.1.2. Write all County planning documents to be understandable, intuitive, and easily available to the general public, using simplified language where possible, with acronyms spelled out and technical language explained.

Policy 1.1.3. Hold area-specific comprehensive plan and zoning text amendment public hearings in locations and at times convenient and accessible to area residents, as appropriate.

Policy 1.1.4. Provide property information to the public in an intuitive and easy-to-use manner.

Policy 1.1.5. Consult and coordinate with developers before submitting applications as required or recommended by the County Development Code to identify and discuss project requirements and impacts.

Policy 1.1.6. Invest in and support land use educational resources for community members including information related to rural living, agricultural practices, natural resources, and natural hazards.

Policy 1.1.7. Promote opportunities for community members to have civil dialogue around key community issues.

Policy 1.1.8. Explore new and innovative ways to reach community members and promote participation in the planning process.

Goal 1.2: Support the activities of the Committee for Community Involvement

Policy 1.2.1. Maintain adequate funding and staffing support for the Committee.

Policy 1.2.2. Provide regular updates, speakers, panel discussions, and handouts on land use law and policy.

Policy 1.2.3. Appoint members through an open and public process to reflect the diverse geographic regions, demographics, and values of Deschutes County residents.

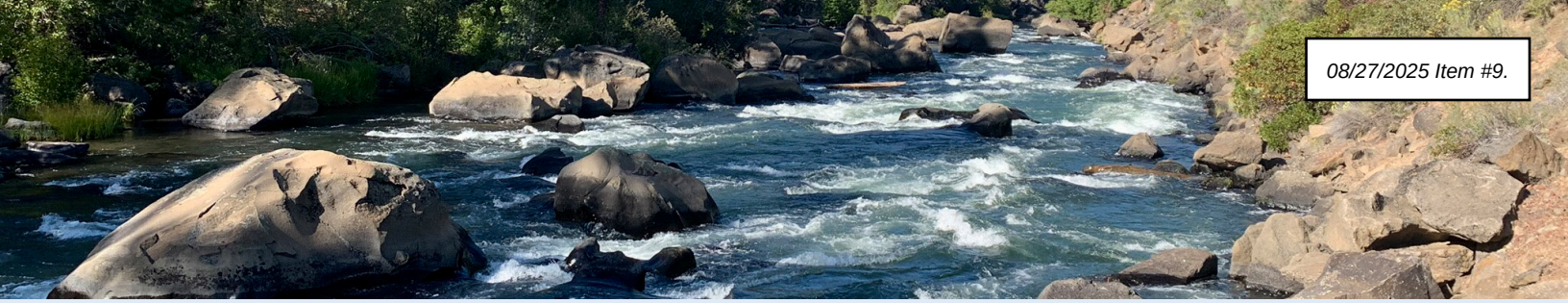
Policy 1.2.4. Meet with the Board of County Commissioners at least once a year to coordinate planning policies and activities.

Policy 1.2.5. Complete periodic reports on community involvement implementation for the State Citizen Involvement Advisory Committee, the Board of County Commissioners, and the public.

Policy 1.2.6. Maintain open and civil discourse among Committee members and with the public.

2

Land Use and Regional Coordination



Opportunities, Challenges, and Considerations

Deschutes County has been one of the most rapidly growing parts of Oregon for many years. This growth can cause tension and highlight trade-offs between community priorities, such as the need for housing, preservation of natural resources, adequate infrastructure, and intergovernmental collaboration. To manage this growth, the County partners with its cities, special districts, and state and federal agencies to ensure a collaborative approach to development activities. As the County continues to navigate emerging issues, intergovernmental agreements and new partnerships will be key.

One purpose of the Deschutes County Comprehensive Plan is to provide a blueprint for land use throughout the County. This is accomplished through goals and policies that tell a cohesive story of where and how development should occur and what places are expected to remain undeveloped. The Plan provides a legal framework for establishing more specific land use actions and regulations.

Deschutes County regulates and manages the use of land in the unincorporated parts of the County. This is accomplished by:

- Implementing state policy and laws and furthering local planning goals by maintaining, updating and applying County land use policies, standards and regulations in its zoning codes and this Comprehensive Plan.
- Reviewing development and land use proposals and helping applicants to navigate the application process.
- Coordinating with other local jurisdictions on issues of regional growth management, infrastructure, and public services.
- Coordinating land use and transportation planning efforts in rural areas including planning for farm and forest lands and natural resource management and protection.
- Administering land use regulations for unincorporated communities in the County.

The policies contained in this chapter, as well as all chapters in this Plan, establish the legislative policy basis for the County's land use planning program. The program is implemented primarily through application of the County's Zoning Code, regulatory maps, and development permitting application and approval procedures. In addition, these policies establish important criteria to be used when initiating regulatory changes or reviewing and developing code, map, and policy amendments.

Note: Official comprehensive plan and zoning maps, including overlay zone maps, are available through the Deschutes County Dial Property Information System.

Context

Comprehensive Plan Designations

Comprehensive Plan designations provide a high-level policy basis for more detailed zoning regulations – each Comprehensive Plan designation may be implemented by one or more specific zones.

Comprehensive plan designations in Deschutes County are shown in Map 2-1 and described in the next table. Comprehensive Plan designations within the Bend, Redmond, Sisters, and La Pine Urban Growth Boundaries are excluded – local jurisdictions have responsibility for comprehensive planning within their Urban Growth Boundaries.

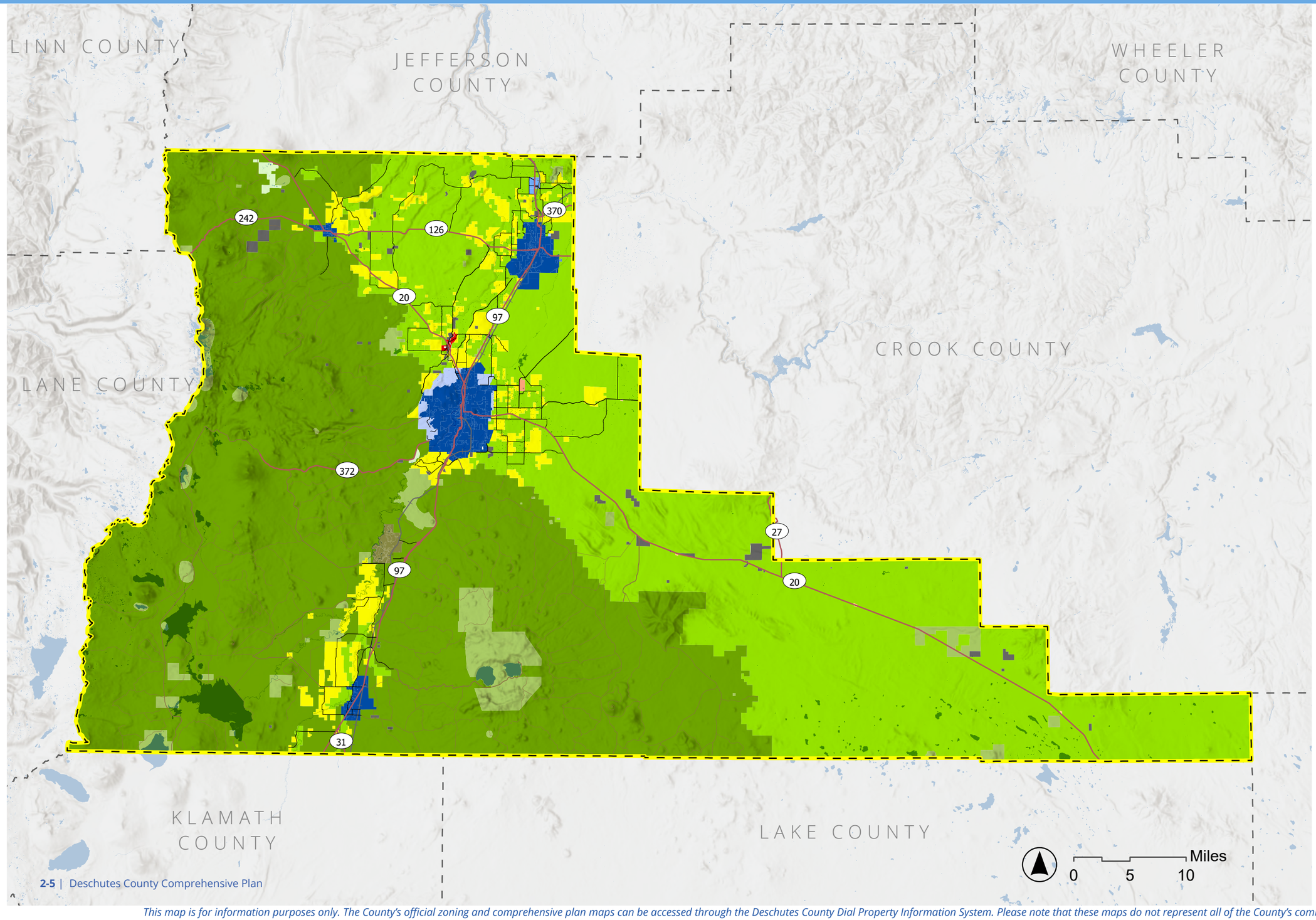
Zoning Designations

Zoning designations in Deschutes County are shown in the table below and Map 2-2. Zones within the Bend, Redmond, Sisters, and La Pine Urban Growth Boundaries are excluded - local jurisdictions have responsibility for zoning within Urban Growth Boundaries.

Comprehensive Plan Designation	Purpose Statement	Associated Zoning Designation
County-wide Designations		
Agriculture	To preserve and maintain agricultural lands for farm use.	Exclusive Farm Use
Airport Development	To allow development compatible with airport use while mitigating impacts on surrounding lands.	Airport Development Airport Safety
Destination Resort Combining Zone	To show lands eligible for siting a destination resort.	Destination Resort
Forest	To conserve forest lands for multiple forest uses.	Forest Use 1 Forest Use 2
Open Space & Conservation	To protect natural and scenic open spaces, including areas with fragile, unusual or unique qualities.	Open Space & Conservation
Rural Residential Exception Area	To provide opportunities for rural residential living outside urban growth boundaries and unincorporated communities, consistent with efficient planning of public services.	Rural Residential Multiple Use Agricultural
Surface Mining	To protect surface mining resources from development impacts while protecting development from mining impacts.	Surface Mine
Area Specific Designations		
Resort Community	To define rural areas with existing resort development that are not classified as a destination resort, based on OAR 660-22 or its successor.	All Black Butte Ranch, Inn at 7th Mountain, Widgi Creek subzones
Rural Community	To define rural areas with limited existing urban-style development, based on OAR 660-22 or its successor.	All Tumalo and Terrebonne subzones
Rural Service Center	To define rural areas with minimal commercial development as well as some residential uses, based on OAR 660-22 or its successor.	Rural Service Center
Urban Unincorporated Community	To define rural areas with existing urban development, based on OAR 660-22 or its successor.	All Sunriver subzones
Rural Commercial	To define existing areas of isolated rural commercial development that do not fit under OAR 660-22.	Rural Commercial
Rural Industrial	To define existing areas of isolated rural industrial development that do not fit under OAR 660-022.	Rural Industrial
Urban Growth Boundaries	To define land that provides for urban development needs and identifies and separates urban and urbanizable land from rural land.	Redmond: Urban Holding Sisters: Urban Area Reserve Bend: Urbanizable Area
Bend Urban Area Reserve	To define lands outside of Bend's Urban Growth Boundary that were under the jurisdiction of the Bend Area General Plan. These areas were removed in September 2016 through the 2016 amendment to the Bend Urban Growth Boundary. These areas are now under the jurisdiction of the County's Comprehensive Plan.	Urban Area Reserve Westside Transect Suburban Low-Density Residential Surface Mine Urban Standard Residential Light Industrial Flood Plain
Redmond Urban Area Reserve	To define Redmond's additional 30-year growth boundary for lands expected to be brought into the Urban Growth Boundary.	Redmond Urban Reserve Area

COMPREHENSIVE PLAN DESIGNATION

Map 2-1



DESCHUTES COUNTY 2040

A PLAN FOR THE FUTURE

- Water Bodies
- County Boundary

Transportation

- State Routes
- Railroad
- County Lines
- Arterial
- Collector
- Forest Highway

Comprehensive Plan Designation

- Airport
- Agriculture
- Forest
- Flood Plain
- Open Space & Conservation
- Rural Commercial
- Resort
- Rural Industrial
- Rural Residential Exception Area
- Surface Mining
- Terrabone Districts
- Tumalo Districts
- Unincorporated Community
- Mixed Use / Commercial
- Mixed Use / Commercial Future Expansion Area

Other

- Urban Growth Boundary
- Urban Reserve
- Urban Unincorporated Community

Prepared by MIG

Revised 7/31/2023

This map is for information purposes only. The County's official zoning and comprehensive plan maps can be accessed through the Deschutes County Dial Property Information System. Please note that these maps do not represent all of the County's combining and overlay zones.

OVERLAY ZONES

Deschutes County has the following overlay zones, which apply in addition to the base zone of a given property.

- **Airport Safety:** The purpose of the AS Zone is to restrict incompatible land uses and airspace obstructions around airports in an effort to maintain an airport's maximum benefit.
- **Destination Resort:** The purpose of the Destination Resort Combining Zone is to identify lands eligible for siting a Destination Resort and establish procedures and standards for establishing this type of development.
- **Landscape Management:** The purposes of the Landscape Management Combining Zone are to maintain scenic and natural resources of the designated areas and to maintain and enhance scenic vistas and natural landscapes as seen from designated roads, rivers, or streams.
- **Greater Sage-Grouse Combining Zone.** The purpose of the Greater Sage-Grouse Combining Zone is to fulfill obligations of OAR 660-23-0115. This state rule requires seven Oregon counties to mitigate impacts of large-scale development on sage-grouse habitat.
- **Sensitive Bird and Mammal Habitat:** The purpose of the Sensitive Bird and Mammal Combining Zone is to insure that sensitive habitat areas identified in the County's Goal 5 sensitive bird and mammal inventory as critical for the survival of the northern bald eagle, great blue heron, golden eagle, prairie falcon, osprey, great grey owl, and the Townsend's big-eared bat are protected from the effects of conflicting uses or activities which are not subject to the Forest Practices Act.
- **Surface Mining Impact Area:** The purpose of the SMIA zone is to protect the surface mining resources of Deschutes County from new development which conflicts with

Land Use Planning in Oregon

The foundation of statewide program for land use planning in Oregon is a set of 19 Statewide Land Use Planning Goals. The goals express the state's policies on land use and related topics, like citizen involvement, housing, and natural resources.

Oregon's statewide goals are achieved through local comprehensive planning. State law requires each city and county to adopt a comprehensive plan and the zoning and land-division ordinances needed to put the plan into effect.

Local comprehensive plans must be consistent with the Statewide Planning Goals. Plans are reviewed for such consistency by the state's Land Conservation and Development Commission (LCDC). When LCDC officially approves a local government's plan, the plan is said to be acknowledged. It then becomes the controlling document for land use in the area covered by that plan.

The goals relevant to Deschutes County are:

- **Goal 1 Citizen Involvement**
- **Goal 2 Land Use Planning**
- **Goal 3 Agricultural Lands**
- **Goal 4 Forest Lands**
- **Goal 5 Natural Resources, Scenic and Historic Areas, and Open Spaces**
- **Goal 6 Air, Water and Land Resources Quality**
- **Goal 7 Areas Subject to Natural Hazards**
- **Goal 8 Recreational Needs**
- **Goal 9 Economic Development**
- **Goal 10 Housing**
- **Goal 11 Public Facilities and Services**
- **Goal 12 Transportation**
- **Goal 13 Energy Conservation**
- **Goal 14 Urbanization**

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the removal and processing of a mineral and aggregate resource while allowing owners of property near a surface mining site reasonable use of their property.

- **Wildlife Area:** The purpose of the Wildlife Area Combining Zone is to conserve important wildlife areas in Deschutes County; to protect an important environmental, social and economic element of the area; and to permit development compatible with the protection of the wildlife resource.

CITY COORDINATION

Deschutes County includes the following jurisdictions, each with their own authority and needs. The role of the County is largely one of coordination across these multiple communities.

Deschutes County contains four incorporated cities. The County, per statute, is responsible for coordinating with cities on growth related issues including urban growth boundary and urban reserve planning. The County maintains intergovernmental agreements with each city to define land use authority for lands outside of city limits and within urban growth boundaries.

City of Bend

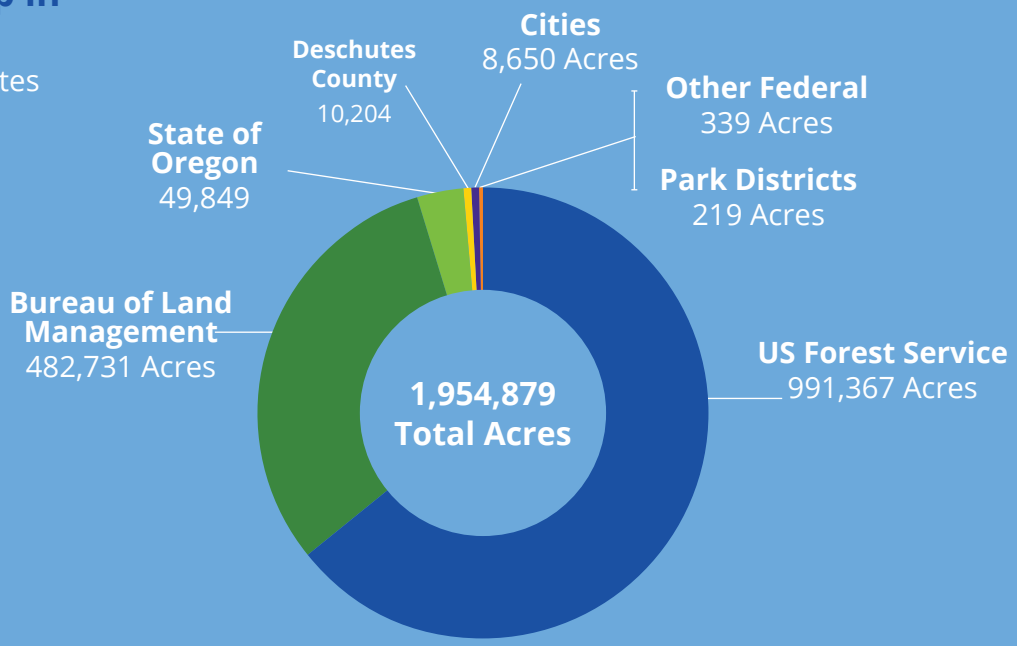
Bend is the largest incorporated area in Deschutes County. It is centrally located in the county, with Highways 20 and 97 crossing paths through the center of the city. Bend has experienced rapid growth in the last few years, accelerated by the COVID-19 pandemic and "Zoom Town" remote working trends. The 2022 estimated population of the Bend UGB is 103,976. The Bend UGB accounts for most of the population share among all UGBs in Deschutes County with a population of 225,619 (57.4% of the population) by 2072.

City of La Pine

The City of La Pine is located close to the southern edge of the county along Hwy. 97. The current (2022) estimated population of the La Pine UGB is 2,736. The population of the La Pine UGB is projected to increase by 87% to 5,129 in 2047. By 2072, the population is projected to be 8,336.

Public Land Ownership in Deschutes County

Approximately **79%** of Deschutes County is public land.



City of Redmond

Redmond is located northeast of Bend with Hwy. 97 running through the center of town. The current (2022) estimated population of the Redmond UGB is 37,342. The population of the Redmond UGB is projected to increase by 121% to 82,601 in the next 50 years. By 2047 it is estimated that the population of the Redmond UGB will increase to 60,060.

City of Sisters

Sisters is located on the eastern edge of the Willamette National Forest and Cascade Mountains. The current (2022) estimated population of the Sisters UGB is 3,437. The Sisters UGB is projected to increase by 130%, to 7,911 in 2047, and to 14,881 by 2072.

TRIBAL COORDINATION

In the Treaty of 1855 (12 Stat. 963), the Confederated Tribes of Warm Springs ceded approximately 10.2 million acres to the United States Government and reserved the Warm Springs Reservation for its exclusive use. The Treaty further reserved to the Tribes rights to take fish at all usual and accustomed stations, and to hunt, gather roots and berries, and pasture livestock on unclaimed lands. The map on page 2-9 identifies the location of these ceded areas in Deschutes County, which primarily intersect with publicly owned lands. Coordination with the Confederated Tribes of Warm Springs on growth and development related issues is important to ensure consistency with these treaty rights.

Key Community Considerations

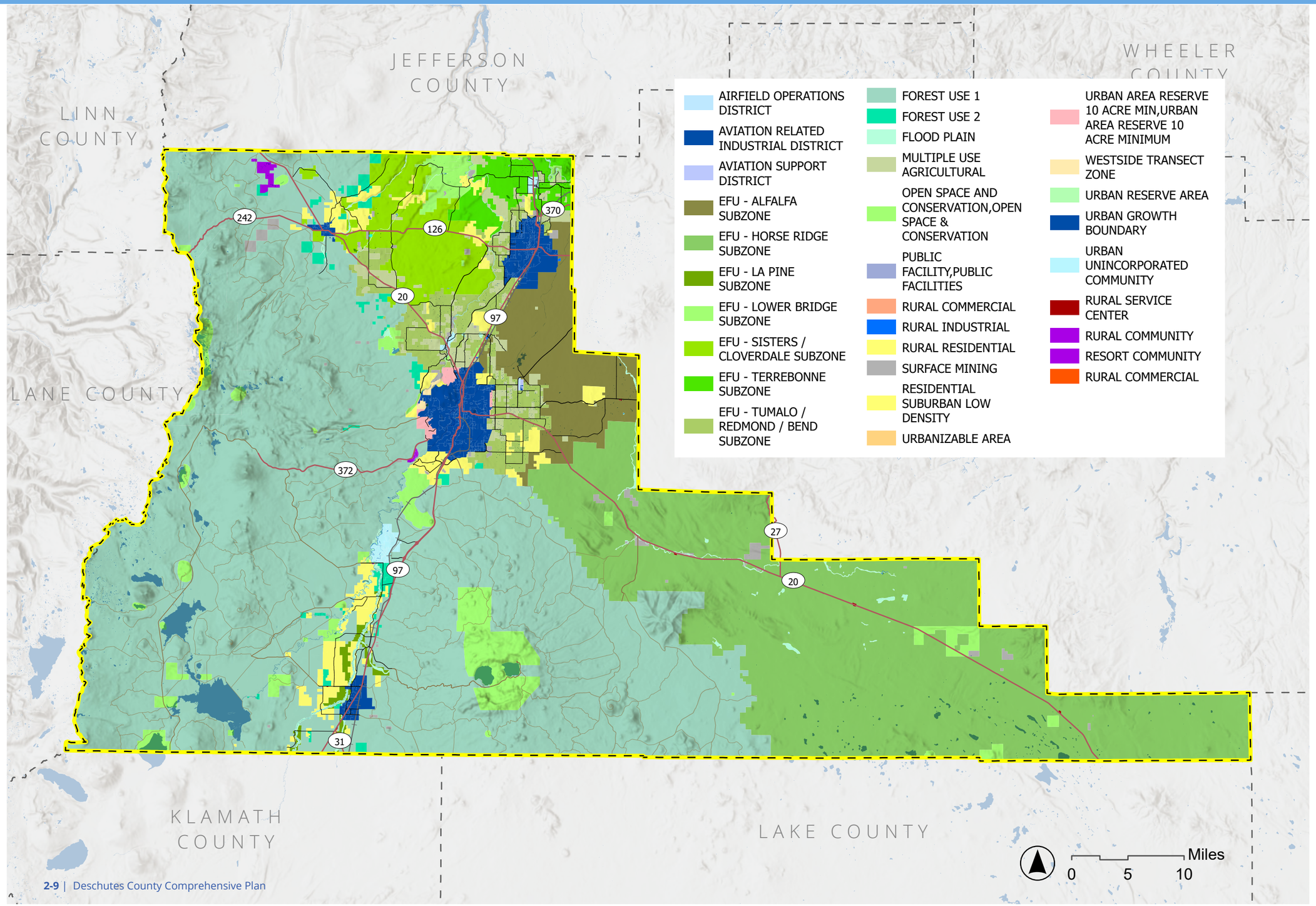
The rapid pace of growth in Deschutes County and its impacts on urban, rural, natural, and recreational areas has been one of the most significant – and at times the most controversial – topics of discussion among project participants. Some topics and comments include:

- Strong desire by some for greater densities in urban areas, in order to accommodate growth while preserving open space and resource land in rural areas.
- A similarly strong feeling by some that the cities in Deschutes County are becoming too urban already.
- Concern about the amount and distribution of benefits and burdens created by destination resorts and tourism-related activities in rural areas.
- Strong desire for interagency collaboration to manage growth in a coordinated manner.

With these ongoing conversations in mind, Deschutes County drafted and refined the following goals and policies to guide the growth of our community for the next 20 years.

ZONING DESIGNATIONS

Map 2-2



DESCHUTES COUNTY 2040

A PLAN FOR THE FUTURE

- Water Bodies
- County Boundary

Transportation

- State Routes
- Railroad
- County Lines

Prepared by

Revised 7/31/2023

This map is for information purposes only. The County's official zoning and comprehensive plan maps can be accessed through the Deschutes County Dial Property Information System. Please note that these maps do not represent all of the County's combining and overlay zones.

Goals and Policies

Goal 2.1: Maintain an open and public land use process in which decisions are based on substantial evidence and a balancing of community needs.

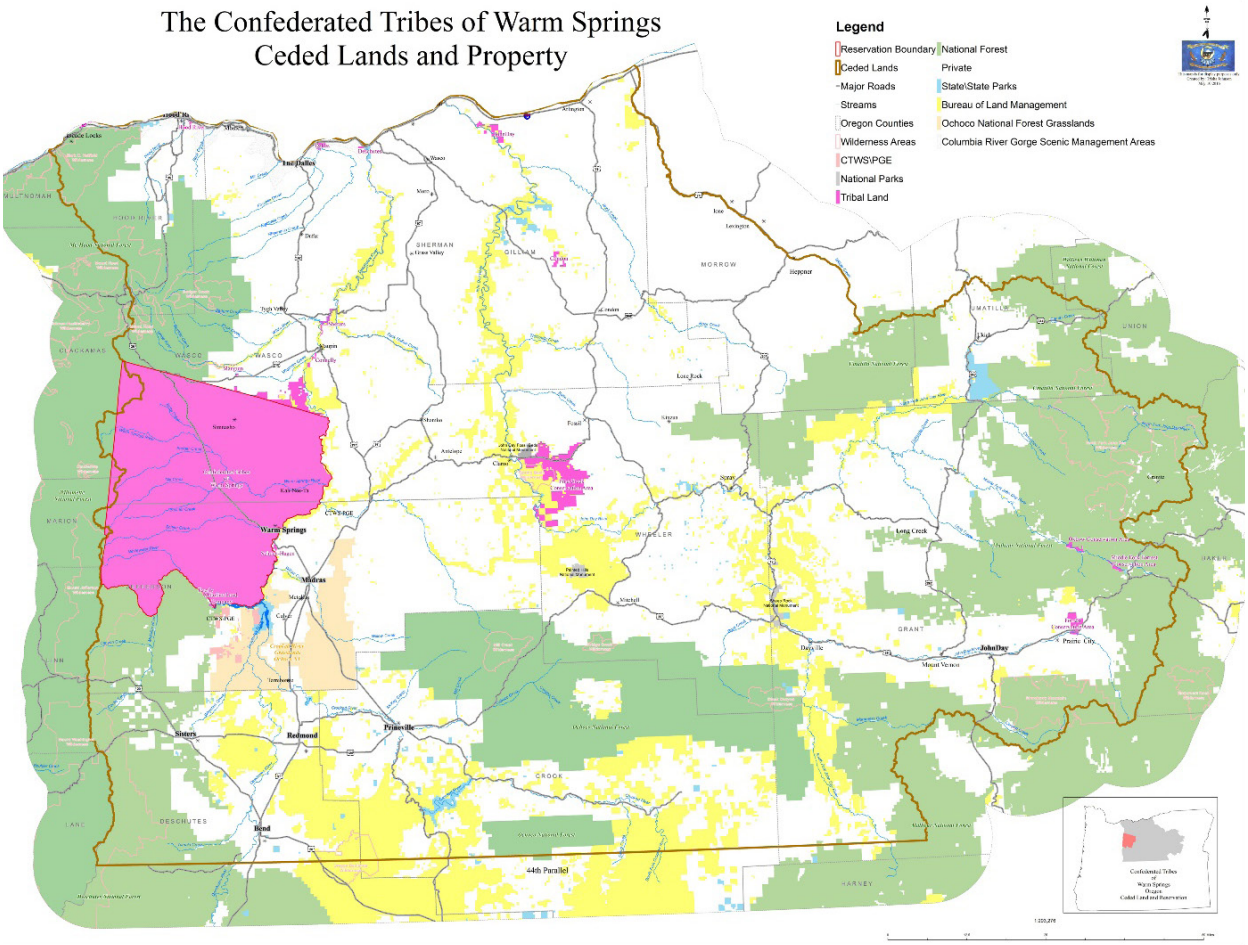
Policy 2.1.1. Balance the consideration of private property rights and the economic impacts of land use decisions on property owners with incentives to preserve agricultural and forest land, wildlife habitat, ground and surface water resources, wetlands, riparian areas, open areas and other community goals identified in the Comprehensive Plan.

Policy 2.1.2. Review the Comprehensive Plan periodically in order to address current conditions, issues, and opportunities.

Policy 2.1.3. The Deschutes County Comprehensive Plan Map will be retained in official replica form as an electronic map layer within the County Geographic Information System and is adopted as part of this Plan.

Policy 2.1.4. Implement Comprehensive Plan policies through the Community Development Department's annual work plan and other actions by the Department and the Board of County Commissioners.

Policy 2.1.5. Explore methods to integrate carrying capacity into County land use decision making.



Goal 2.2: Coordinate and support regional planning efforts relating to growth, natural resources, recreation, and major infrastructure investments.

Policy 2.2.1. Periodically review and update intergovernmental and urban management agreements to coordinate land use review on land inside urban growth boundaries and outside city limits.

Policy 2.2.2. Help coordinate regional planning efforts with other agencies on land use policies and actions that impact their jurisdictions.

Policy 2.2.3. Support the use of high value natural resource and recreational lands for public purposes, whether through acquisition, easements, or other means.

Policy 2.2.4. Support the implementation of long-range plans of Deschutes County jurisdictions, incorporating elements of those plans into the County's Comprehensive Plan as appropriate.

Policy 2.2.5. Encourage cities to conduct, in collaboration with Deschutes County, urban reserve planning to facilitate orderly and thoughtful management of growth and infrastructure needs.

Policy 2.2.6. Collaborate with federal agencies on land management issues, including homelessness, community wildfire protection, wildlife habitat restoration, water quality, road networks, energy projects, the impacts of recreation and the expansion of sustainable recreation opportunities.

Policy 2.2.7. Support efforts to reduce barriers to regional infrastructure projects with community benefit while mitigating negative impacts.

Policy 2.2.8. Support updates to unincorporated community area plans.

Policy 2.2.9. The Central Oregon Regional Large Lot Industrial Land Need Analysis ("Analysis"), adopted by Ordinance 2013-002 is incorporated by reference herein.

Policy 2.2.10. In accordance with OAR 660-024-004 and 0045, Deschutes County, fulfilling coordination duties specified in ORS 195.025, shall approve and update its comprehensive plan when participating cities within their jurisdiction legislatively or through a quasi-judicial process designate regionally significant sites.

Policy 2.2.11. The County and City shall periodically review the agreement associated with the Redmond Urban Reserve Area (RURA). The following land use policies guide zoning in the RURA.

a. Plan and zone RURA lands for rural uses, in a manner that ensures the orderly, economic and efficient provision of urban services as these lands are brought into the urban growth boundary.

b. Parcels shall be a minimum of ten acres.

c. Until lands in the RURA are brought into the urban growth boundary, zone changes or plan amendments shall not allow more intensive uses or uses that generate more traffic, than were allowed prior to the establishment of the RURA.

d. For Exclusive Farm Use zones, partitions shall be allowed based on state law and the County Zoning Ordinance.

e. New arterial and collector rights-of-way in the RURA shall meet the right-of-way standards of Deschutes County or the City of Redmond, whichever is greater, but be physically constructed to Deschutes County standards.

f. Existing and future arterial and collector rights-of-way, as designated on the County's Transportation System Plan, shall be protected from development.

g. A single-family dwelling on a legal parcel is permitted if that use was permitted before the RURA designation. Additionally, the County will coordinate planning efforts and development goals with the City of Redmond prior to bringing County-owned property into Redmond's urban growth boundary.

Goal 2.3: Manage county-owned lands to balance the needs of the community as articulated in the goals and policies of this Plan and other supporting planning documents.

Policy 2.3.1. Manage lands with a park designation consistent with the goals and policies in Chapter 5 Natural Resources.

Policy 2.3.2. Support the efforts of park districts, state and/or federal agencies to identify additional properties along rivers, streams, or creeks, or containing significant wildlife, scenic resources, or open space resources to designate as park land.

Goal 2.4: Minimize onerous barriers to land use application and development review processes.

Policy 2.4.1. Explore opportunities to build or obtain specialty planning knowledge and experience among staff within CDD in related fields such as wildlife, natural resources, and/or agricultural practices.

Policy 2.4.2. Explore measures to reduce development costs for projects related to agriculture and addressing houselessness, including fee reductions and expedited land use applications.

3

Farm and Forest Resources

Photo Credit: Amanda Photograph

Photo Credit: Amanda Photographic

Opportunities, Challenges, and Considerations

Farm and forestry resources and operations continue to play an important role in the character and economy of Deschutes County. However, a variety of ongoing and forecasted trends will impact the viability and vitality of these industries and the people who contribute to them. A number of these trends and challenges are described below and more information about some issues is found in the Water Resources section of this Plan (see Chapter 5: Natural Resources).

PREVALENCE OF SMALL FARMING OPERATIONS AND HOBBY FARMS

The 2022 Census of Agriculture profiles Deschutes County as primarily consisting of small acreage, hobby farms and other relatively small agricultural operations. As of 2022 there were approximately 1,572 farms, an increase of 5% from 2017. Although the average size of a farm in Deschutes County is 97 acres, the majority of acreage (about 85%) is in farms of 50 acres or less in size.

MARGINAL OR LOW PRODUCTIVITY SOILS

Approximately 698,652 acres of Deschutes County are zoned for farm use. Of this, 250,576 acres are in non-federal ownership. Much of the land in these areas has marginal soils which provide limited productivity, particularly for higher value crops. Limited access to water rights and irrigation can further hamper productivity in some areas. Deschutes County attempted to reclassify certain agricultural lands through a nonresource lands program. This approach was rejected at the state level. Since that time, landowners have sought applicant-initiated plan amendments to redesignate property, primarily to residential zones. An estimated 1,500 acres of farm land have been rezoned since 2013, with 1,500 acres currently in review or under appeal.

FINANCIAL CHALLENGES

According to the 2022 Agricultural Census, agricultural producers in Deschutes County are often operating in the red. The per-farm average of market value of products sold was $25,437, a 23% increase from 2017, and average production expenses of $39,918. This results in a deficit of approximately $14,481 per farm per year. Government payments help cover a portion of this deficit, with the average farm receiving $17,959 in assistance. The costs of operating continue to be a major challenge for small family operations, resulting in approximately 48% of farms in Deschutes County reporting under $2,500 in sales.

DECLINING FOREST PRODUCTS INDUSTRY

Approximately 1,032,436 acres of Deschutes County are zoned for Forest Use. Historically, forestry on public and private land was a primary industry in Central Oregon with key mill sites along the Deschutes River in Bend. Over time, species protections, international competition, unsustainable harvest levels, and new technologies have reduced the overall footprint of the timber industry in Central Oregon. Recently, land uses are shifting toward recreation and residential development in these natural resource areas.

Photo Credit: Amanda Photographic

WATER SUPPLY AND IRRIGATION

Much of Deschutes County is served by six irrigation districts (Map 3-1) – these are special entities created for the purpose of delivering water to their patrons. These districts are quasi-municipal corporations chartered under Oregon law that operate as political subdivisions of the State of Oregon. In addition to irrigation, these districts also supply other services including municipal, industrial, and pond maintenance. In most cases, these districts are holders of senior water rights with shares then distributed to their patrons. As is the case with all water rights, the irrigation districts' water rights are managed by the Oregon Water Resources Department and subject to "beneficial use" requirements to prevent the waste of the water resource. The total water available for irrigation and other human uses in Deschutes County is fixed under the current water regime, and there is little opportunity to expand irrigated farming in the County. Irrigation districts with more junior water rights such as Arnold Irrigation District and North Unit Irrigation District (operating north of Deschutes County), have recently seen challenges with water delivery due to limited availability and drought.

CHANGES IN CLIMATE CONDITIONS

Because the total volume of water available for agricultural and human use is fixed, strategies to decrease water usage (capping or piping irrigation channels, irrigation timing strategies, water conservation) will become more crucial. Deschutes County is committed to working with irrigation districts and holders of water rights to increase water conservation efforts throughout the County in a manner consistent with existing legal frameworks established by State and Federal law.

Days Above 90 Degrees in Brothers

2023	2070
2	24

Note: Historic data for days above 90° is not available.

Context

Agriculture

Agriculture and ranching operations in Deschutes County vary widely based on water availability, soil, and microclimate. Subzones were created through a commercial farm study conducted in 1992. This study concluded that irrigation is a key factor to viability of operations, which enabled the County to establish smaller acreages than allowed by state law to provide additional flexibility.

Additional information about farm and forest resources is provided in the tables and charts below.

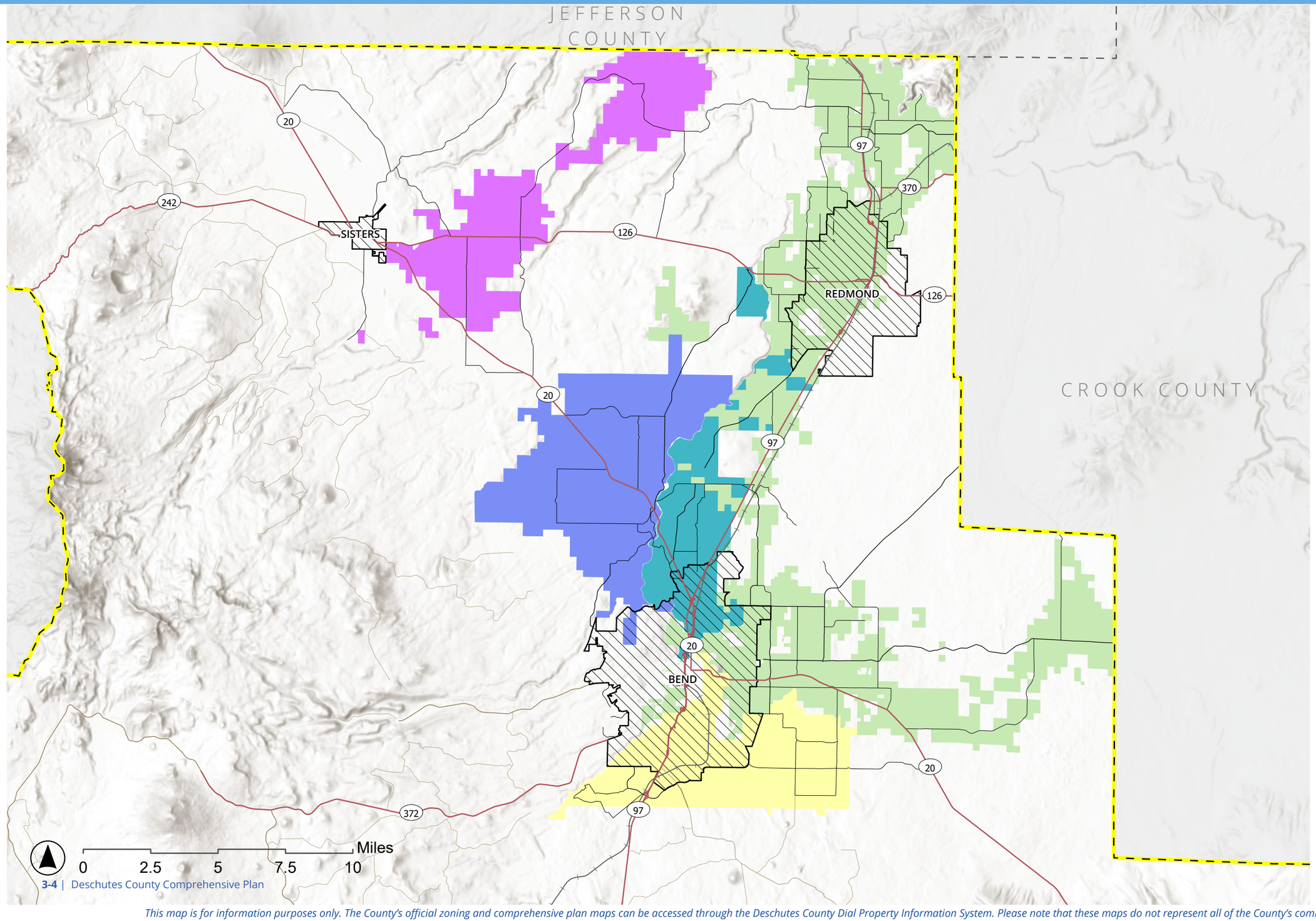
Forest Lands

Deschutes County classifies forest land in one of two zones. Forest 1 zoning is intended for land that is primarily used for forest management or commercial forestry, with a lot size over 160 acres, and not developed with residential or non-forest uses. Forest 2 zoning is intended for land that does have residential or non-forest uses, is less than 160 acres, and may contain roads or other public facilities that serve the property.

State regulations limit residential and non-forestry related development on forest lands and the County sees only a few applications for

IRRIGATION DISTRICTS

Map 3-1



DESCHUTES COUNTY 2040

A PLAN FOR THE FUTURE

Irrigation Districts

- Three Sisters Irrigation District (est. 1891)
- Swalley Irrigation Dist (DRIC) (est. 1899)
- Arnold Irrigation District (est. 1905)
- Central Oregon Irrigation District (est. 1918)
- Tumalo Irrigation District (est. 1922)

Transportation

- Arterial
- Collector
- Forest Highway
- State Routes
- Railroad
- Urban Growth Boundaries
- County Boundary

Prepared by

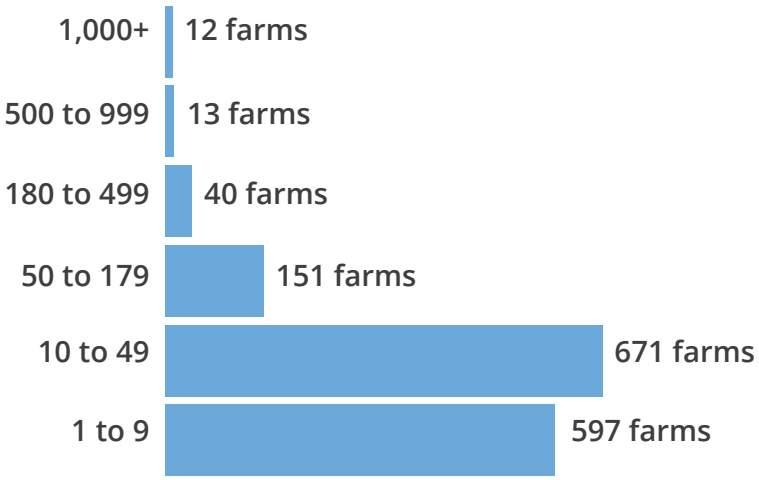
Revised 8/1/2023

This map is for information purposes only. The County's official zoning and comprehensive plan maps can be accessed through the Deschutes County Dial Property Information System. Please note that these maps do not represent all of the County's combining and overlay zones.

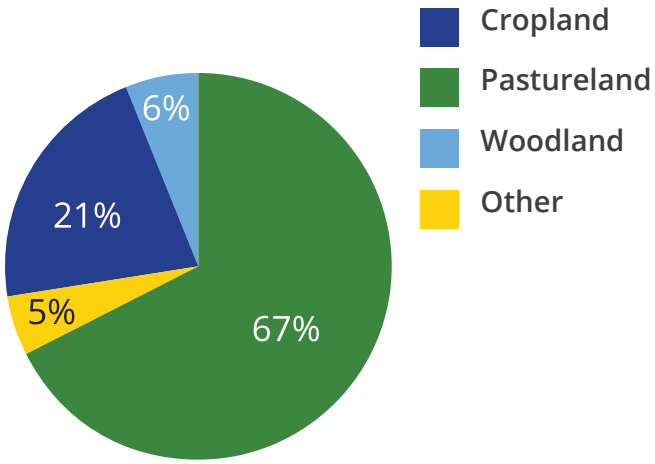
development in these areas each year. Even with this limitation on development, forest managers and service providers continue to express concern with wildfire risk associated with residential development in heavily wooded areas.

Most lands in either of these classifications within Deschutes County are federally owned and managed by the US Forest Service (USFS). Historically, forest lands were used for timber production. As timber harvesting decreases, other uses for forest lands are emerging. State regulations permit five general types of uses, including forest operations; environmental, agricultural or recreational uses; two types of

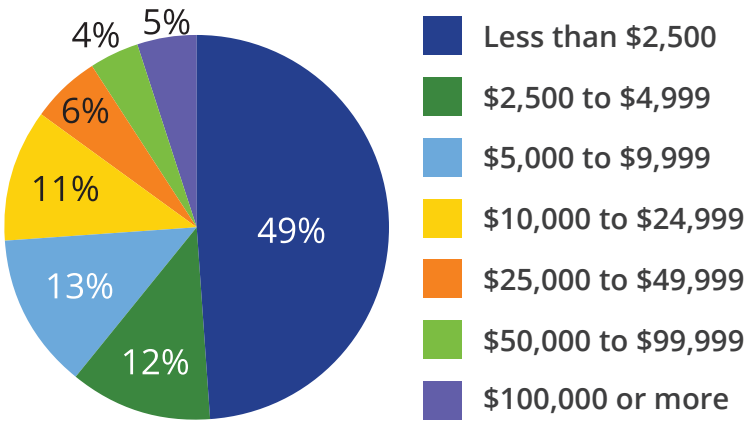
Farms By Size (acres)



Land in Farms by Use



Farms By Value of Sales



Subzone Name	Minimum Parcel Size *(for farm divisions and farm-related dwellings)*	Profile
Lower Bridge	130	Irrigated field crops, hay pastures
Sisters/Cloverdale	63	Irrigated alfalfa, hay and pastures, wooded grazing and some field crops
Terrebonne	35	Irrigated hay and pasture
Tumalo/Redmond/Bend	23	Irrigated pasture and some hay
Alfalfa	36	Irrigated hay and pasture
La Pine	37	Riparian meadows, grazing and meadow hay
Horse Ridge East	320	Rangeland grazing

dwellings and locally dependent uses. Permitted uses are defined and clarified in OAR 660-006. The following uses are major forest uses in Deschutes County:

- **Secondary forest products (forest operations):** There is an increasing use of secondary forest products, such as hog fuel (chipped wood) or wood slash. This type of product is generally seen as providing dual benefit, by providing economic opportunity while also reducing wildfire risk through thinning projects.
- **Alternative Energy:** Biomass is an emerging technology for renewable energy and can also be integrated with these products. The first biomass facility in the County is currently under development through a partnership with Mt. Bachelor Ski Resort and the USFS.
- **Recreation (environmental, agricultural and recreation uses):** The proximity of federal forests for hiking, mountain biking, skiing, hunting, fishing, wildlife viewing and other outdoor recreation draws tourists and residents alike. An emerging challenge is the prevalence of houseless encampments on and adjacent to federal lands. These encampments can cause conflicts with other trail users and increase fire risk.

Key Community Considerations

Given the range of issues and conditions discussed above, this plan includes a variety of policies to support farm and forest operations in Deschutes County. Additional related policies also are found in Chapter 2: Land Use and Regional Coordination, Chapter 7: Natural Hazards, and Chapter 9: Economic Development. These strategies are underpinned by the following results of Comprehensive Plan outreach efforts.

- There is strong support for conducting educational outreach to encourage water conservation and on-farm efficiency measures.
- Community members opposed rezoning low productivity farmland with poor soil to allow greater opportunities for housing, while supporting rezoning of this land to preserve open space.
- Community members also strongly support allowing greater flexibility for income-producing supplemental activities on farms such as farm-to-table dinner, farm stands, weddings, or similar events.
- Participants expressed support for investment in the agricultural economy through grants or exploring a farmland conservation program.

Photo Credit: Amanda Photographic

Goals and Policies

Goal 3.1: Preserve and maintain agricultural lands, operations, and uses to support Deschutes County's agricultural economy

Policy 3.1.1. Retain agricultural lands through Exclusive Farm Use zoning.

Policy 3.1.2. Continue to apply Exclusive Farm Use sub-zones consistent with the County's most up-to-date adopted studies of agricultural land and as implemented through the County Development Code.

Policy 3.1.3. Develop comprehensive plan policy criteria and code to clarify when and how EFU parcels can be converted to other designations.

Policy 3.1.4. Regularly review farm regulations to ensure compliance with changes to State Statute, Oregon Administrative Rules and case law.

Goal 3.2: Promote a diverse, sustainable, and thriving agricultural sector.

Policy 3.2.1. Encourage farming by promoting the raising and selling of crops, livestock and/or poultry.

Policy 3.2.2. Support agriculture through the use of grant funds, research, and other resources dedicated to community members and stakeholders, including but not limited to farmers, researchers, farm bureaus, and other organizations in studying and promoting economically viable agricultural opportunities and practices.

Policy 3.2.3. Support and encourage small farming enterprises through a variety of related strategies and programs, including, but not limited to, niche markets, organic farming, food council, buy local, farmers markets, farm-to-table activities, farm stands or value-added products, or other programs or strategies.

Policy 3.2.4. Work cooperatively with irrigation districts, public agencies and representatives, and landowners to promote and support agricultural uses and operations, including through use of rural reserves, conservation easements, transfer of development rights programs, land acquisition, and other preservation strategies consistent with existing federal and state law.

Policy 3.2.5. Support efforts to control noxious weeds and invasive species.

Policy 3.2.6. Continue to review and revise county code as needed to be and consistent with state code, rules, and regulations to permit alternative and supplemental farm activities that are compatible with farming, such as agritourism or other small-scale sustainable activities.

Policy 3.2.7. Work with the State to review and revise their regulations when a desired alternative or supplemental use identified by the County is not permitted by State regulations.

Policy 3.2.8. Use land use policy and development code requirements, including right-to-farm provisions, as well as coordination with other jurisdictions to minimize conflicts between residential uses and agricultural uses and continue to promote the viable operation of agricultural uses.

Policy 3.2.9. Provide resources such as technical assistance and access to grants to support on-site efficiency upgrades relating to agriculture.

Policy 3.2.10. Explore program to utilize compost from Solid Waste Department on farm lands to improve soils, productivity, water efficiency, and facilitate disposal of yard debris and compostable materials.

Goal 3.3: Ensure Exclusive Farm Use policies, classifications, and codes are consistent with local and emerging agricultural conditions and markets.

Policy 3.3.1. Identify and retain accurately designated agricultural lands.

Policy 3.3.2. Continue to explore new methods of identifying and classifying agricultural lands.

a. Apply for grants to review and, if needed, update farmland designations.

b. Study County agricultural designations considering elements such as water availability, farm viability and economics, climatic conditions, land use patterns, accepted farm practices, and impacts on public services.

c. Lobby for changes to state statute regarding agricultural definitions specific to Deschutes County that would allow some reclassification of agricultural lands.

Policy 3.3.3. Address land use challenges in the Horse Ridge subzone, specifically:

a. The large number of platted lots not meeting the minimum acreage;

b. The need for non-farm dwellings and location requirements for farm dwellings;

c. Concerns over the impact on private property from off-road vehicles, facilities, and trails located on adjacent public lands.

Policy 3.3.4. Work with the state to review and revise accessory farm dwelling requirements to address the needs of local farmers, including removal of parcel size restrictions.

Policy 3.3.5. Encourage coordination between agricultural interests and fish and wildlife management organizations, including public agencies, non-governmental organizations and others.

Policy 3.3.6. Explore the evaluation and potential redesignation of lands with a farm designation and poor soils and low productivity for protected open space, development of needed housing, or other uses that support community goals as follows.

a. Allow comprehensive plan and zoning map amendments, including for those that qualify as non-resource land, for individual EFU parcels as allowed by State Statute, Oregon Administrative Rules and this Comprehensive Plan.

b. Explore creation of a new zoning classification intended to balance the value of high desert environments while allowing for limited housing opportunities and applying this designation through coordination with interested and willing property owners.

Goal 3.4: Protect and maintain forest lands for multiple uses and objectives, including forest products, watershed protection, conservation, recreation, wildlife habitat protection, carbon sequestration, forest health, and wildfire resilience.

Policy 3.4.1. Retain forest lands through Forest 1 and Forest 2 zoning.

Policy 3.4.2. To conserve and maintain unimpacted forest lands, retain Forest 1 zoning for those lands with the following characteristics:

a. Consist predominantly of ownerships not developed by residences or non- forest uses;

b. Consist predominantly of contiguous ownerships of 160 acres or larger;

c. Consist predominantly of ownerships contiguous to other lands utilized for commercial forest or commercial farm uses;

d. Are accessed by roads intended primarily for forest management; and

e. Are primarily under forest management.

Policy 3.4.3. To conserve and maintain impacted forest lands, retain Forest 2 zoning for those lands with the following characteristics:

a. Consist predominantly of ownerships developed for residential or non-forest uses;

b. Consist predominantly of ownerships less than 160 acres;

c. Consist of ownerships generally contiguous to tracts containing less than 160 acres and residences, or adjacent to acknowledged exception areas; and

d. Provide a level of public facilities and services, including roads, intended primarily for direct services to rural residences."

Policy 3.4.4. Notwithstanding any other quasi-judicial plan or zone change criteria, lands designated as Forest under this Plan and zoned Forest 2 may upon application be redesignated and rezoned from Forest 2 to Exclusive Farm Use if such lands:

a. Do not qualify under State Statute for forestland tax deferral,

b. Are not necessary to permit forest operations or practices on adjoining lands and do not constitute forested lands that maintain soil, air, water and fish and wildlife resources,

c. Have soils on the property that fall within the definition of agricultural lands as set forth in Goal 3,

d. Are a tract of land 40 acres or less in size,

e. Do not qualify under State Statute and the terms of the Forest 2 zone for a dwelling, and;

f. Were purchased by the property owner after January 1, 1985 but before November 4, 1993.

Such changes may be made regardless of the size of the resulting EFU zoning district. Such changes shall be processed in the same manner as other quasi- judicial plan or zoning map changes.

Policy 3.4.5. Ensure that criteria for and designation of Forest Lands are consistent with state administrative rules and statutes.

Policy 3.4.6. Coordinate and cooperate with the U.S. Forest Service (USFS), the Bureau of Land Management (BLM), and other public agencies to promote sustainable forest uses, including community wildfire

protection projects, recreation facilities, habitat enhancements, and biomass facilities, on public forest land, including currently adopted Forest and Land Management Plans prepared by the USFS and BLM.

a. Using the Deschutes National Forest Land and Resource Management Plan, or its successor, as the basis for mutual coordination and cooperation with the USFS;

b. Using the Prineville BLM Upper Deschutes Resource Management Plan, or its successor, as the basis for mutual coordination and cooperation with the BLM.

Policy 3.4.7. Notify affected agencies and tribal governments when reviewing land use applications and proposals for development that could impact Federal or State forest lands.

Policy 3.4.8. Support economic development opportunities that promote forest health, create opportunities for local production of related forest products, and reduce the prevalence of invasive plant species that adversely affect forest health and soil quality.

Photo Credit: Amanda Photographic

Policy 3.4.9. Provide input on public forest plans that impact Deschutes County.

Policy 3.4.10. Coordinate with community stakeholders to support forest management plans and projects that are consistent with the policies of this chapter and with local community forest management and wildfire protection plans.

a. Promote forest health and resilience to wildfire.

b. Contribute to public safety by treating wildland hazardous fuels particularly in the designated Wildland Urban Interface as identified in the Community Wildfire Protection Plans described in Chapter 13, Natural Hazards, of this Plan.

c. Retain and improve fish and wildlife habitat.

Policy 3.4.11. Continue to review and revise the County Code as needed to ensure development in forest zones minimizes and/or mitigates impacts on fish and wildlife habitat, forest health, and wildfire resiliency.

4

Mineral and Aggregate Resources

Opportunities, Challenges, and Considerations

Surface mining provides non-renewable resources, such as pumice, cinders, building stone, sand, gravel, and crushed rock. The extraction of these materials provides employment as well as products important to local economic development. However, mining of mineral and aggregate resources creates noise, dust and traffic and potential pollution that can conflict with neighboring land uses, particularly residential uses.

The Oregon Department of Geology and Mineral Industries (DOGAMI) regulates surface mining sites in Deschutes County. The last available published analysis of mineral resources in Deschutes County was completed by DOGAMI in 1976. No updates have been completed during that time due to limited staff. A continued challenge is monitoring the availability of these resources. However, it is likely that Deschutes County has enough mineral resources to meet demand for the next 20 years.

When a mineral resource is exhausted, the site is required to submit a reclamation plan to Deschutes County and DOGAMI. This plan identifies how the site will be closed for mineral operations, environmental impacts will be mitigated, and steps to be taking to return the site to a new use. As mineral and aggregate resources are exhausted, property owners often rezone the site from the "Surface Mine" designation to a new zone (often a residential zone), to allow for new development to occur. Coordination with DOGAMI and property owners is imperative to ensure this reclamation process occurs in an efficient and environmentally focused manner.

Context

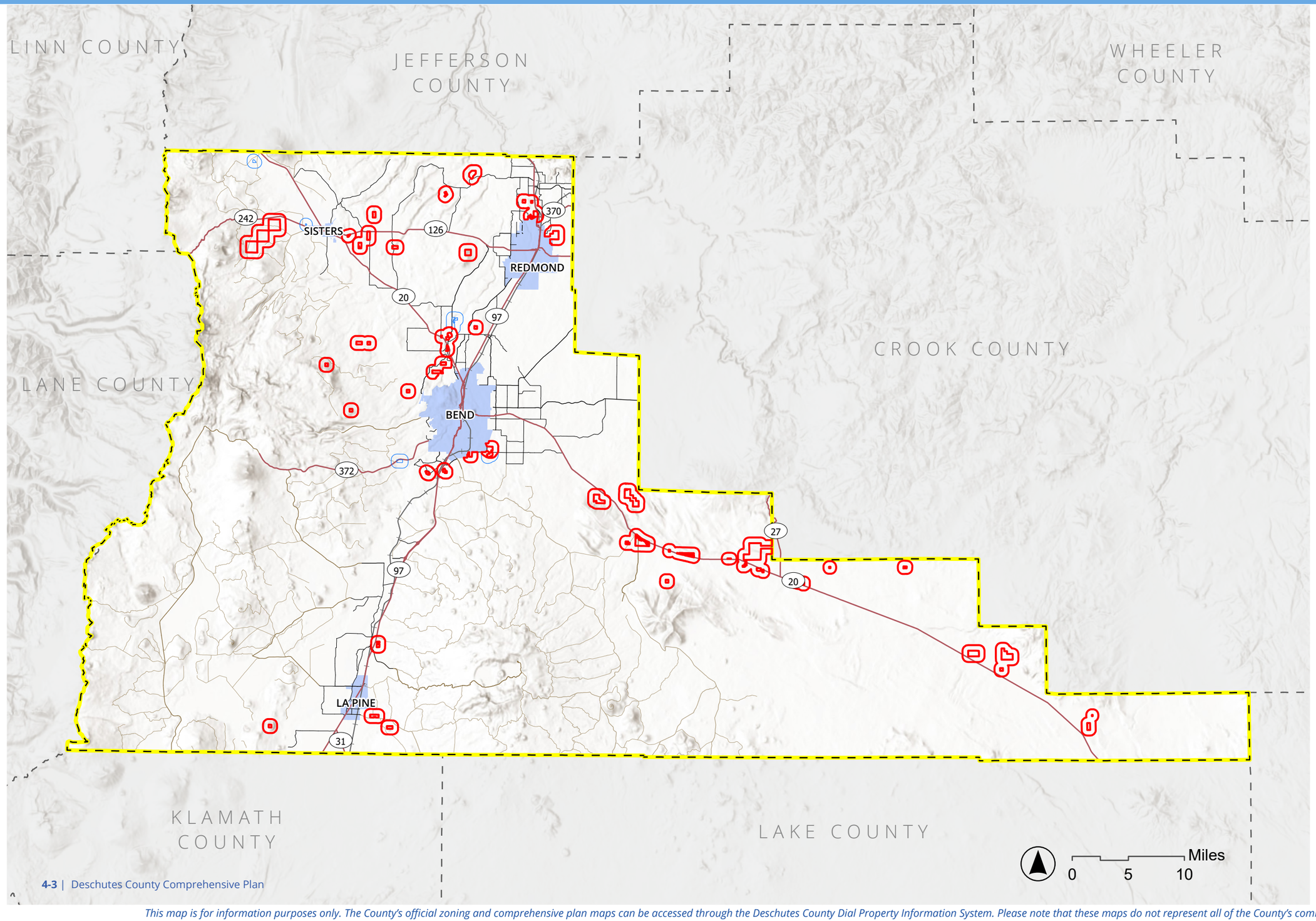
Surface mining is protected through Statewide Planning Goal 5, Natural Resources, Scenic and Historic Areas and Open Spaces and the associated Oregon Administrative Rule (OAR) 660-023 (this rule replaced 660-016 in 1996). Mineral and aggregate resources are included on the list of Statewide Goal 5 resources that the County must inventory and protect.

The County maintains an inventory of surface mining sites as part of its Goal 5 program, shown in Map 4-1. There are currently 59 mining sites identified in the Deschutes County GIS data, and 8 sites that have been reclaimed.

Mining sites are subject to a Surface Mining Impact Area Combining Zone that applies within ½ mile of the mining site boundary. This combining zone limits new uses and expansion of existing uses that may be impacted by mining activities and are not in compliance with the site-specific Economic, Social, Environmental, and Energy (ESEE) analysis for nearby mining sites. In certain cases, a waiver of nonremonstrance may also be required in this zone.

SURFACE MINING

Map 4-1



DESCHUTES COUNTY 2040

A PLAN FOR THE FUTURE

County Boundary

Urban Growth Boundaries

Zoning Surface Mining Impact Area

Surface Mining Impact Area

Reclaimed - Surface Mining Impact Area

Transportation

State Routes

Railroad

County Lines

Prepared by

Revised 8/1/2023

This map is for information purposes only. The County's official zoning and comprehensive plan maps can be accessed through the Deschutes County Dial Property Information System. Please note that these maps do not represent all of the County's combining and overlay zones.

Key Community Considerations

Transportation agencies expressed concern regarding the impact of depleting mineral resources on road operations, including the use of cinder for winter maintenance and other resources for use in new road projects. The topic of mineral and aggregate resources was not a focus of community discussion as part of this Comprehensive Plan update, though the priorities of a diverse economy and protected natural areas for habitat and open space are interrelated with this subject. The following goals and policies represent a balance of these community interests.

Goals and Policies

Goal 4.1: Protect and utilize mineral and aggregate resources while minimizing adverse impacts of extraction, processing and transporting the resource.

Policy 4.1.1. Implement adopted Goal 5 Surface Mining inventories.

Policy 4.1.2. Coordinate with the Oregon Department of Geology and Mineral Industries (DOGAMI) on mining regulations and studies.

Policy 4.1.3. Balance protection of mineral and aggregate resources with conflicting resources and uses.

Policy 4.1.4. Support the required reclamation of mining sites following mineral extraction.

Surface Mining in 2023

59
Active Mining Sites

8
Reclaimed Sites

9,235
Acres in Surface Mining Zone

including Black Butte Ranch Surface Mine/Limited Use Zone

58,881
Acres in the Surface Mining Impact Area Combining Zone (SMIA)

Source: Deschutes County GIS information

5

Natural Resources

Opportunities, Challenges, and Considerations

Natural resources in Deschutes County are abundant. Wildlife, scenic views of forests and peaks, and open spaces to preserve habitat and native vegetation are among the County's top assets.

Oregon Statewide Planning Goal 5 governs Natural Resources, Scenic and Historic Areas, and Open Spaces. Through this goal, the County maintains inventories and regulatory protections to preserve these many resources. These regulations are created by weighing Economic, Social, Environmental, and Energy (ESEE) consequences associated with protection of a resources.

Topics covered in this chapter include:

- Protected Wildlife Resources
- Open Space and Scenic Views
- Water Resources

PROTECTED WILDLIFE RESOURCES

Deschutes County has some of the broadest and most robust wildlife protections in the state, covering a variety of species. The County has development protections within and surrounding numerous wildlife habitats. Some of these habitats have mapped geographic boundaries such as Deer Winter Range, Deer Migration Range, Antelope Habitat, Golden Eagle – Sensitive Bird Habitat, and Elk Habitat.

Other species are commonly found in protected riparian areas, such as wetlands and floodplains. Deschutes County contains general habitats for fish, fur-bearing animals, waterfowl, and upland game birds.

A continued challenge to wildlife resources is rural development and impacts on habitat. Mule deer are seeing steady declines, approximately 10% each year per Oregon Department of Fish and Wildlife biologists. These declines in population are due to a variety of factors, including but not limited to loss of habitat, vehicle collisions, poaching, predation, and disease.

SCENIC VIEWS AND OPEN SPACE

The 2010 Greenprint[1] for Deschutes County listed protection of scenic viewsheds as one of the top five community priorities for conservation in the rural County, and the protection of open space has been one of the key topics of discussion during the most recent update of this Comprehensive Plan. The County has several designated scenic corridors, including several scenic bikeways, highways, and wild and scenic river sections.

1 The Trust for Public Land. Oregon's Playground Prepares for the Future: A Greenprint for Deschutes County. 2010. http://cloud.tpl.org/pubs/local_or_deschutes%20greenprint.pdf

With close to 80% of the County under public ownership, many community members enjoy access to natural resources on public lands. A perennial issue among community members is preserving scenic views and open spaces closer to home on undeveloped private properties.

WATER RESOURCES

Deschutes County contains groundwater resources, defined as water that exists underground in saturated zones beneath the land surface[2], and surface water resources. Surface water refers to streams, lakes, rivers, and reservoirs[3].

Groundwater is used for a variety of permitted and exempt activities. Residential wells in the rural county make up the largest user group of groundwater, and are exempt from any permit, provided that the property owner abides by specific standards. Water rights and/or permits are required for other major use categories, such as quasi-municipal or municipal uses, pond maintenance, irrigation and other commercial and industrial activities.[4]

The Deschutes River and its tributaries serve as the region's surface water resources. Surface water rights in the Upper Deschutes Basin are fully allocated, meaning no new surface water rights can be issued. Approximately 86% of basin water rights are associated with agriculture, 12% associated with instream uses, and 2% associated with municipal uses[5].

Statewide Planning Goal 5

Oregon land use planning protects wildlife with Statewide Planning Goal 5 and the associated Oregon Administrative Rule (OAR) 660-023. Goal 5 includes a list of resources which each local government must inventory, including wildlife habitat.

The Goal 5 process requires local governments to inventory wildlife habitat and determine which items on the inventory are significant. For sites identified as significant, an Economic, Social, Environmental and Energy (ESEE) analysis is required. The analysis leads to one of three choices: preserve the resource, allow proposed uses that conflict with the resource or strike a balance between the resource and the conflicting uses. A program must be provided to protect the resources as determined by the ESEE analysis.

Appendix A of the Comprehensive Plan contains the full ESEE ordinances for the County's protected Goal 5 resources.

2 US Geological Survey Definition - Groundwater

3 US Geological Survey Definitiion – Surface Water

4 Oregon Water Resources Department. 2021 Review of the Deschutes Basin Groundwater Mitigation Program. https://www.oregon.gov/owrd/WRDReports/5YearDeschutesGWMitigationProgramReport.pdf

5 Bureau of Reclamation and Oregon Water Resources Department. 2019 Upper Deschutes River Basin Study. https://cdn.prod.websitefiles.com/667093eeb1bb316e69f0e9c6/667093eeb1bb316e69f0e9d8_Upper%20Deschutes%20River%20Basin%20Study%20Final.pdf

Groundwater and surface water in Deschutes County are closely tied. Numerous studies have noted the interconnections between stream flow and well levels over time in Deschutes County. Programs, such as the Deschutes Basin Groundwater Mitigation Program, seek to monitor these connections.

Deschutes County plays a coordination role along with the Oregon Department of Water Resources, Soil and Water Conservation Districts, irrigation districts, water users, owners of private wells, and other stakeholders to address these water resource issues.

Context

Protected Wildlife Resources

Wildlife diversity is a major attraction of Deschutes County. The key to protecting wildlife is protecting the habitats each species needs for food, water, shelter, and reproduction. Also important is retaining or enhancing connectivity between habitats to protect migration routes and avoid isolated populations.

In considering wildlife habitat, counties rely on the expertise of the Oregon Department of Fish and Wildlife (ODFW) and U.S. Fish and Wildlife Service (USFWS). Those agencies provide information for the required wildlife inventory and recommendations on how to protect wildlife habitat on private lands.

A snapshot of Deschutes County's wildlife protection program is included below. Extensive information is included in Appendix E, the Cunty's Goal 5 inventory.

MULE DEER

Migration corridors and winter range are essential habitats needed to support mule deer in Deschutes County. The Bend/La Pine migration corridor is approximately 56 miles long and 3 to 4 miles wide and parallels the Deschutes and Little Deschutes Rivers. The corridor is used by deer migrating from summer range in the forest along the east slope of the Cascades to the North Paulina deer winter range. Deschutes County adopted a "Deer Migration Priority Area" based on a 1999 ODFW map submitted to the South County Regional Problem Solving Group. This specific sub-area is precluded from destination resorts.

From 2021-2023, Deschutes County explored an update to the county's mule deer inventory, which included extensive community participation including through the public record. Ultimately, the decision was made not to update.

SENSITIVE BIRDS

Nest sites for the bald eagle, osprey, golden eagle, prairie falcon, great grey owl, greater sage-grouse, and great blue heron rookeries are inventoried by the County. The area required for each nest site varies between species. The minimum area required for protection of nest sites has been identified by the ODFW in their management guidelines for protecting colony nesting birds, osprey, eagles, and raptor nests. The USFW works closely with ODFW on eagle-related issues and enforces federal guidelines to ensure protection of bald and golden eagles.

Credit: Andrew Walch/ODFW

ELK

The Land and Resource Management Plan for the Deschutes National Forest identifies six key elk habitat areas in Deschutes County. The ODFW also recognizes these areas as critical elk habitat for calving, winter or summer range. The following areas are mapped on the Big Game Habitat Area map and in the Deschutes National Forest Land and Resource Management Plan:

- Tumalo Mountain
- Kiwa
- Ryan
- Crane Prairie
- Fall River
- Clover Meadow

ANTELOPE

The Bend and Ochoco District offices of the ODFW provided maps of the antelope range and winter range. The available information is adequate to indicate that the resource is significant. The antelope habitat is mapped on Deschutes County's Big Game Habitat-Wildlife Area Combining Zone Map.

Scenic Views and Open Space

Deschutes County has a rich abundance of open space. Approximately 79% of land in Deschutes County is federally owned, providing ample open space and scenic views adjacent to these areas. Open spaces are generally undeveloped areas that are being maintained for some other purpose, such as farms, parks, forests, or wildlife habitat. Besides the value that stems from the primary use of the land, open spaces provide aesthetically pleasing undeveloped landscapes. Because these areas are undeveloped, they also provide additional benefits such as water recharge, buffers for habitat, and safety zones from natural hazards such as flooding and wildfire.

Open spaces and scenic views are an important draw for visitors and are often mentioned as important to the area's quality of life. The backdrop of the Cascade Mountains, with its vast forest and sagebrush landscapes and riparian and wetland habitats, all provide an inspirational setting for visitors and residents alike. Statewide Planning Goal 5 recommends, but does not require, creating an inventory and protections for open spaces, scenic views and sites. Oregon Administrative Rule (OAR) 660-023 defines open space designations as parks, forests, wildlife preserves, nature sanctuaries, and golf courses.

Open spaces are protected through an Open Space and Conservation map designation and zoning district. Scenic view protection is implemented through the Landscape Management Combining Zone regulations.

Water Resources

Deschutes County's Role in Water Management is described below.

REGULATORY AGENCIES

The primary state regulator of water availability is the Oregon Water Resources Department (OWRD). The Oregon Department of Environmental Quality (DEQ) leads the monitoring and enforcement of water quality standards. The Oregon DEQ is required to comply with the Federal Environmental

Protection Agency. Numerous sections of the Deschutes River in Deschutes County hold a special status as a federal wild and scenic river, as well as a state scenic waterway. These areas carry additional regulations through the 1996 Upper Deschutes Wild and Scenic River and State Scenic Waterway Comprehensive Plan, requiring additional agency coordination with the Oregon Parks and Recreation Department and the US Forest Service on development impacting these sections.

STATEWIDE PLANNING GOALS

There are two Statewide Planning Goals relating to the protection of water resources. Goal 5 (Natural Resources, Scenic and Historic Areas, and Open Spaces) requires an inventory and protection of specific water resources. In Deschutes County, these inventories have been completed and acknowledged by the Land Conservation and Development Commission (See Appendix A for Goal 5 Inventories). Goal 6 (Air, Land, and Water Resources Quality) requires comprehensive plans to be consistent with state and federal pollution regulations. Accordingly, it is imperative that local land use policies align with Federal and State laws governing the community's water resources.

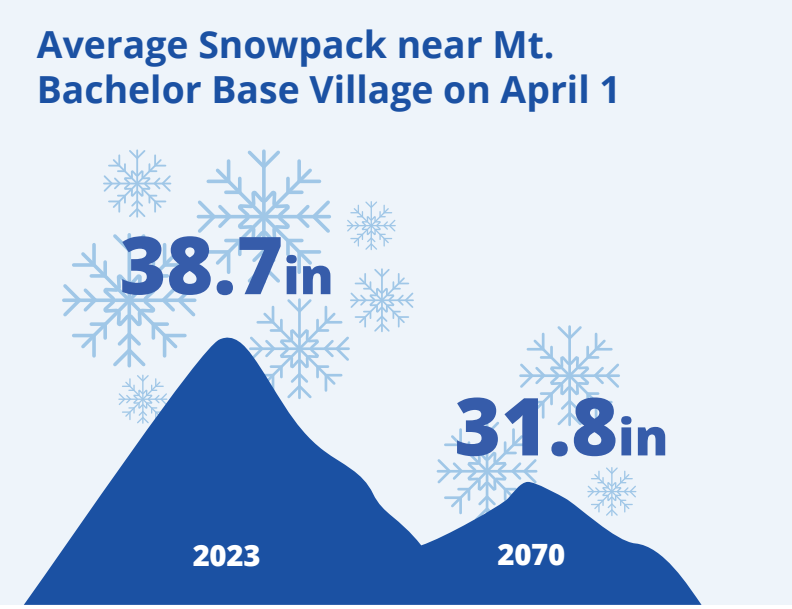
The policies in this section relating to water provide the framework for evaluating land use actions and define the responsibility of the County to work in partnership with cities, agencies, non-profits and others to achieve efficient use of water resources and effective management of water quality in the Upper Deschutes Basin.

It is important to underscore that the primary water resource management process occurs outside of the state land use planning system. Oregon land use and water management are not integrated; there are no overarching administrative rules that consider statewide water management in conjunction with land use planning.

SNOWPACK

Although there is expected to be a slight increase in winter precipitation by the middle of the century, snowpack is expected to decline throughout the Cascades. The decline in snowpack (which has already been observed, see figure below)[6] is due largely to increasing temperatures causing some precipitation to fall as rain rather than snow. This has the double effect of decreasing snowfall and melting the previously fallen snow. At the Mt Bachelor Ski Resort, April snowpack is expected to decline between 11% and 18% by the middle of the century and between 18% and 43% by the end of the century.

6 Adapted from Mote, P.W., Li, S., Lettenmaier, D.P. et al. Dramatic declines in snowpack in the western US. npj Clim Atmos Sci 1, 2 (2018). https://doi.org/10.1038/s41612-018-0012-1



LAVA SPONGE

Deschutes county is fortunate to be underlain on the Western side by relatively young volcanic lava sponge. This sponge is highly porous and is able to absorb large quantities of water during the wet season and gradually release it via abundant springs along the eastern slope. The great advantage this provides is that the resulting summer flows into the Deschutes basin are not as dependent on overground flow of snowmelt, and therefore are expected to maintain a relatively stable water supply even as snowpack decreases into the next century.

GROUNDWATER USE

The groundwater aquifer is roughly 1,000 feet thick across significant parts of the basin and is replenished yearly by the Cascades' precipitation.

A report from GSI water solutions in 2022 noted the Upper Deschutes Basin receives over 4,000 cubic feet per second (cfs) of annual recharge.[7] This recharge is primarily from in-basin precipitation, although minor amounts of recharge are attributed to interbasin flow in which water travels from the Metolius basin, and canal leakage. Groundwater pumping is equivalent to approximately two percent of the annual groundwater recharge. In the Deschutes Basin a small amount of groundwater is also used by farmers for crop or pasture irrigation. Groundwater is also used for "exempt" purposes including residential wells, irrigation of non-commercial lawns under a half-acre, stock watering, and fire control. Groundwater rights are commonly used by cities to support housing and development The 2019 Upper Deschutes Basin Study estimates 40,000-acre feet are diverted each year primarily from groundwater purposes to serve municipal and quasi-municipal uses.

Deschutes Basin Hydrogeology

The Deschutes River Basin, from its headwaters to the Columbia River, encompasses 10,400 square miles of the north central part of the State. Nearly 91% of Deschutes County lies within the Deschutes Basin. The upper Deschutes River Basin is characterized by recent volcanic activity and strong and rapid groundwater flows. The geologic conditions lead to a strong connection between surface and ground water (see also Section 3.10).

Groundwater flows eastward from the Cascade Range through permeable volcanic rocks out into the basin and then generally northward. Groundwater recharge comes from precipitation in the Cascade Range, inter-basin flow and leaking irrigation canals. Approximately one-half of the ground water flowing from the Cascade Range discharges to spring-fed streams along the margins of the range. The remaining groundwater flows through the subsurface, and eventually discharges to streams near the confluence of the Deschutes, Crooked, and Metolius Rivers.

The large amount of groundwater discharge in the confluence area is primarily caused by geologic factors. The Deschutes River flows north through permeable rock until it hits a region of low-permeable rock near the confluence area. There the permeable rock strata terminates, forcing water to the surface. Virtually all of the regional groundwater in the upper Deschutes Basin discharges to streams south of the area where the Deschutes River enters this low-permeability terrain, at roughly the location of Pelton Dam.

7 "GSI Solutions Understanding Upper Deschutes Basin Groundwater Levels, September 2022". https://www.oregon.gov/owrd/Documents/White%20Paper_Understanding%20Upper%20Deschutes%20Basin%20GW%20Levels_9_26_2022.pdf

A 2021 report by the Oregon Department of Water Resources found that groundwater levels in Deschutes County are declining, by as much as 30 feet of total decline in the central part of the basin. This decline has caused wells in densely populated areas of the County to run dry, requiring extensive well deepening work. Groundwater levels are directly related to recharge rates which are directly impacted by rainfall and recharge from other sources such as flood irrigation and leaky ditches and canals. Impediments to recharge include such things as increased irrigation efficiency, large scale piping projects, and increased juniper populations. This decline is considered "excessively declined" per state statute and is attributed to a shift toward overall drier conditions since the late 1990s, expanding Juniper forests, increased groundwater pumping, a warming trend in the basin, and decreased snowpack. However, studies show that drought and groundwater levels are cyclical and may vary over the years. For example, the 1930s and 1970s were dryer than current conditions.

The State of Oregon is currently exploring measures to restrict overuse of groundwater rights through its Groundwater Allocation rulemaking. The program would limit issuance of new groundwater rights when groundwater levels are in a period of excessive decline. Because the groundwater in the Deschutes Basin is directly connected to the flow of the Deschutes River, all additional groundwater use must be mitigated by decreased use of groundwater or surface water elsewhere through the Oregon Water Resources Department's Deschutes Groundwater Mitigation program. This can include retiring of other water rights, or the release of water into the waterway. A mitigation permit must be obtained before a new groundwater right can be accessed.[8]

Voluntary and or regulatory conservation mechanisms are needed from all users to prevent overuse of the groundwater resource at the local level and mitigate groundwater level declines.

SURFACE WATER USE

The 2019 Deschutes Basin Study found that total water inflows to the basin vary from 860,000 acre-feet to 2.3 million acre-feet, depending on how much precipitation falls in a given year or several consecutive years. Approximately 720,000 acre-feet (86%) of surface water is diverted each year for irrigation districts. The study noted that declines in flow associated with precipitation and snowpack, combined with overallocation of water rights in the basin, continues to lead to shortfalls for junior water right holders. In low water years, junior water holders in the North Unit and Arnold Irrigation Districts are not able to access water due to this shortage, negatively impacting agricultural and other operations that depend on surface water rights.

Aside from impacting operations, the reduction of surface flows can also impact wildlife habitat. The Deschutes Basin is home to the Oregon spotted frog and bull trout, which are federally listed as threatened species. To mitigate the impacts from storage, release, diversion and return of irrigation water on these species, the Deschutes Basin Habitat Conservation Plan was finalized and approved by the US Fish and Wildlife Service in 2020. The plan was developed in partnership with the Deschutes Basin Board of Control representing irrigation districts, along with tribal governments, agency staff, and other stakeholders and seeks to provide predictability to water managers of surface flows for the next 30 years. The plan outlines a combination of water management practices, funding for conservation projects, funding for instream leasing programs, and parameters for seasonal release of irrigation water, among other efforts.

8 Information from the Oregon Water Resources Board Mitigation Program.

Irrigation districts and other entities are engaged in ongoing efforts to pipe canals and modernize irrigation systems to increase their efficiency. Due to water transmission losses in irrigation canals from seepage into groundwater and evaporation, piped canals typically require only half the amount of water to be diverted from the river or stream to deliver the same volume of water to the end user compared to open canals.

Community members have expressed concern that piping canals may contribute to local aquifer declines due to loss of artificial recharge from leaking infrastructure. Continued education and monitoring on this topic will be helpful to best understand the actual impact of canal piping on groundwater resources.

WATER QUALITY

Generally, groundwater quality in Deschutes County is classified as being 'good,' providing high quality drinking water to most of its residents. However, several productive aquifers lie in shallow alluvial sediments that are vulnerable to contamination from human activities and development.

The Department of Environmental Quality (DEQ) Laboratory and Water Quality Divisions' Groundwater Quality Report for the Deschutes Basin (March 2006) identifies areas of concern for groundwater contamination based on various sources of data and groundwater quality studies. Based on collected data, development patterns and the geology of the underlying aquifer, the report makes recommendations for a couple of areas in the County. The report notes the groundwater aquifer in the Redmond area is vulnerable to contamination from human activities and recommends further study by the DEQ. The La Pine aquifer in the southern portion of the county from the Sunriver area into Northern Klamath County between Newberry Caldera and the Cascades is an area of particular concern because of data collected through several studies and the high level of development in the area. The report also identifies underground injection systems that could contaminate the aquifer with pollutants from stormwater drywells or sewage drillholes.

In South Deschutes County, the concern for groundwater quality arises from nitrate contamination associated with on-site wastewater treatment (septic) systems discharging to the shallow unconfined aquifer. The issue is small lots with highly permeable rapidly draining soils and a high groundwater table with relatively cold water temperatures. Combined with the fact that the majority of lots are served by on-site wastewater treatment systems and individual wells, concern arose that nitrates from the septic systems could contaminate local wells and the river system.

Considerable work has gone into studying the groundwater in South County. In 1999 Deschutes County and the Department of Environmental Quality (DEQ) identified the need for a better understanding of the processes that affect the movement and chemistry of nitrogen in the aquifer underlying the La Pine area. In response, the U.S. Geological Service (USGS), in cooperation

with Deschutes County and DEQ, began a study to examine the hydrologic and chemical processes that affect the movement and chemical transformation of nitrogen within the aquifer. A primary objective was to provide tools for evaluating the effects of existing and future residential development on water quality and to develop strategies for managing groundwater quality.

Field research from the USGS study shows that in a 250-square-mile study area near La Pine the groundwater underlying the La Pine sub-basin is highly vulnerable and being polluted by continued reliance on traditional onsite systems. Environmental impacts from residential development include higher nitrate concentrations in groundwater that is tapped for domestic water supply and discharges to rivers. Nitrates are regulated by the federal Environmental Protection Agency and DEQ as a human health concern. Vulnerability of the shallow aquifer to contamination led to concern that wastewater from septic systems poses a threat to the primary drinking water supply and local river systems. The Upper Deschutes and Little Deschutes Sub-basins have abundant, natural sources of phosphorus from volcanic soils and rocks so the rivers are naturally nitrogen limited. Nitrogen-limited rivers are sensitive to low concentrations of available nitrogen until some other component becomes limiting, and that may lead to ecological impacts.

In 2008 the County used the research on nitrates to adopt a 'local rule' that required South County residents to convert their septic systems over a period of 14 years to alternative sewage system technology designed to reduce nitrates. New septic systems were also required to use alternative technologies. The County created a process to assist residents in funding the conversions.

Many South County residents expressed concern over the costs involved with converting their septic systems and disputed the science behind the rule. Placed on the ballet by petition, the local rule was rescinded by voters in March 2009.

As of 2010 the DEQ is leading the effort to address nitrates in South County, with the full cooperation of the County. One solution being considered is creating a sewer system or extending Sunriver's to serve some of the nearby areas. Sewer systems are tightly restricted on rural lands by Statewide Planning Goal 11 and OAR 660-11, so the Department of Land Conservation and Development is also involved in these efforts. The County and Oregon Department of Environmental Quality attempted to apply for an exception to Goal 11 to allow for a community sewer system in 2016, although the effort was overturned by the Oregon Land Use Board of Appeals.

ALGAL BLOOMS

Algal blooms have been a problem for recreational lakes in the cascade mountains in recent years. Since 2007, the Wickiup Reservoir, Crane Prairie Reservoir, and Paulina Lake have experienced algal or bacteria blooms that required a health advisory.[9]

Although not all algal blooms are toxic, they interfere with recreation and aesthetic enjoyment. In general, algal blooms are caused by elevated nutrients, elevated temperature, and still water. Algal blooms in other parts of the state have led to drinking water concerns, but Deschutes County cities are supplied by groundwater and so the risk in algal blooms is mainly to recreation, with the exception of Bridge Creek, which supplies water to the City of Bend.

9 https://www.oregon.gov/oha/PH/HEALTHYENVIRONMENTS/RECREATION/HARMFULALGAEBLOOMS/Pages/archive.aspx

Key Community Considerations

Natural resources for recreation, passive enjoyment, habitat protection, and economic production are a fundamental part of life in Deschutes County, and as such were a key part of the community conversation in this Comprehensive Plan update. Highlights of this conversation include:

- Concern about the ability of the County's water supply to accommodate more residents, visitors, and water-intensive jobs in the future
- Interest in a re-evaluation of water rights for urban, agricultural, and "hobby farm" uses.
- A robust discussion around wildlife inventories, habitat conservation, open space regulations, and impacts on private property owners.

The topic of habitat conservation and water availability came up frequently, with most participants saying that further protections are needed. However, there was also recognition of the burden these protections may put on property owners. Deschutes County does not have the authority or expertise to evaluate or reallocate water rights as part of its land use planning efforts, leading the County to instead work with the Oregon Department of Water Resources, irrigation districts, the Bureau of Reclamation, US Department of Agriculture, conservation districts, non-governmental organizations, and holders of water rights to increase the efficiency of water distribution throughout the community.

Goals and Policies

Water Goals and Policies

Goal 5.1: Support regional, comprehensive water management solutions that balance the diverse needs of water users and recognize Oregon water law.

Policy 5.1.1. Participate in Statewide and regional water planning including, but not limited to:

a. Work cooperatively with appropriate federal, state, tribal and local agency resource managers, such as The Confederated Tribes of the Warm Springs Reservation of Oregon, the Oregon Water Resources Department (OWRD), irrigation districts, and other stakeholders and nonprofit water organizations, such as the Deschutes Basin Water Collaborative, the County Soil and Water Conservation District;

b. Support the development and implementation of Upper Deschutes Basin Study, Habitat Conservation Plan, and Biological Opinion from National Marine Fisheries Service for the middle and lower Deschutes Rivers.

Policy 5.1.2. Support grants for water system infrastructure improvements, upgrades, or expansions.

Policy 5.1.3. Develop better understanding of The Confederated Tribes of the Warm Springs Reservation of Oregon's treaty-protected rights to co-manage the water resources of the Deschutes Basin.

Policy 5.1.4. Encourage state agencies to identify local areas of concern for water availability and explore additional regulations or requirements to ensure water capacity is not negatively impacted by development.

Goal 5.2: Increase water efficiency and conservation efforts among all users, including homeowners and businesses.

Policy 5.2.1. Support efficient water use through targeted conservation, educational and, as needed, regulatory or incentive programs.

a. Encourage new development to incorporate efficient water use practices for all water uses.

b. Provide education and resources to community members regarding the beneficial reuse of grey water for landscaping.

c. Encourage and educate the community about the relative impacts of thinning or reduction of plant species that adversely impact forest health, water availability, and soil quality.

d. Encourage and educate the community about on-farm efficiency measures, including upgrades to equipment.

e. Encourage and educate the community about the use of voluntary metering of water use to monitor seasonal impacts on water use.

f. Provide access to educational materials and tools related to water conservation including publications, information about grant opportunities, and/or partner with organizations on educational events.

g. Encourage and educate community members on stewardship of wetlands and waterways.

h. Provide access to educational materials about water-wise gardening and xeriscaping.

i. Encourage establishment of water reuse and recycling programs, in particular for County facilities.

Policy 5.2.2. Promote coordinated regional water conservation efforts and implementation by regional, tribal, and local organizations and agencies, including increasing public awareness of and implementing water conservation tools, incentives, and best practices.

Policy 5.2.3. Support conservation efforts by irrigation districts, property owners and other water users, including programs to provide incentives for water conservation, such as piping of canals and laterals, water banking, exchanges of water rights, voluntary transfers of in-stream flows, onsite efficiency measures, and other means.

Goal 5.3: Maintain and enhance a healthy ecosystem in the Deschutes River Basin.

Policy 5.3.1. Notify the Oregon Department of State Lands, The Confederated Tribes of the Warm Springs Reservation of Oregon, and other state and federal agencies as appropriate of any development applications for land within a wetland identified on the statewide wetland inventory maps.

Policy 5.3.2. Work with The Confederated Tribes of Warm Springs Reservation of Oregon and other federal, state, and local agency resource managers to restore, maintain and/or enhance healthy river and riparian ecosystems and wetlands, including the following:

a. Cooperate to improve surface waters, especially those designated water quality impaired under the federal Clean Water Act;

b. Support research on methods to restore, maintain and enhance river and riparian ecosystems and wetlands;

c. Support restoration efforts for river and riparian ecosystems and wetlands;

d. Inventory and consider protections for cold water springs;

e. Evaluate waterways in coordination with OPRD for possible designation under the Scenic Waterways program;

f. In collaboration with appropriate federal, state, tribal and local agency resource managers stakeholders, map channel migration zones and identify effective protections;

g. Develop comprehensive riparian management or mitigation practices that enhance ecosystems, such as criteria for removal of vegetation that adversely impacts water availability and soil health.

Policy 5.3.3. Support studies of the Deschutes River ecosystem and incorporate strategies from current watershed studies that provide new scientific information and indigenous knowledge about the Deschutes River ecosystem.

Policy 5.3.4. Support educational efforts and identify areas where the County could provide information on the Deschutes River ecosystem, including rivers, riparian areas, floodplains and wetlands.

a. Support efforts to educate property owners to understand regulations pertaining to rivers, riparian areas, floodplains and wetlands.

Policy 5.3.5. Revisit recommendations of 1996 Upper Deschutes Wild and Scenic River and State Scenic Waterway Comprehensive Plan, or its successor, and consider implementation of voluntary recommendations into the county code

Goal 5.4: Maintain and enhance fish and riparian-dependent wildlife habitat.

Policy 5.4.1. Coordinate with The Confederated Tribes of Warm Springs Reservation of Oregon and other federal, state, and local agency resource managers and stakeholders to protect and enhance fish and wildlife habitat in river and riparian habitats and wetlands.

Policy 5.4.2. Promote healthy fish populations through incentives and education.

Policy 5.4.3. Support healthy native salmonid fish populations through coordination with stakeholders, including, but not limited to, The Confederated Tribes of the Warm Springs Reservation of Oregon and other federal, state, and local agency resource managers who provide fish habitat management and restoration.

a. Review, and apply where appropriate, strategies for protecting fish and fish habitat for native salmonid species.

b. Promote native salmonid species recovery through voluntary incentives and encouraging appropriate species management and associated habitat conservation and restoration.

Policy 5.4.4. Update and implement policies to be consistent with federally approved Habitat Conservation Plans for species listed under the Endangered Species Act

a. Spawning and rearing areas for salmonid species should be considered significant habitat and should be protected in rivers and streams.

b. Cooperate with covered parties in restoring or enhancing spawning and rearing areas for salmonid species, where feasible.

c. Support efforts to address riparian restoration associated with streamflow management under approved plans.

Policy 5.4.5. Use a combination of incentives and/or regulations to avoid, minimize, and mitigate development impacts on river and riparian ecosystems and wetlands.

Policy 5.4.6. Support plans, cooperative agreements, education, water quality monitoring and other tools that protect watersheds, reduce erosion and runoff, enhance riparian vegetation, and protect other natural or engineered water systems/ processes that filter and/or clean water and improve and/or and preserve water quality.

Policy 5.4.7. Coordinate with the Oregon Department of Environmental Quality and other stakeholders on regional water quality maintenance and improvement efforts such as identifying and abating point (single-source) and non-point (unidentified or multiple-source) pollution or developing and implementing Total Maximum Daily Load and Water Quality Management Plans.

Policy 5.4.8. Coordinate with The Confederated Tribes of Warm Springs Reservation of Oregon, Oregon Health Authority, and other federal, state, and local agency resource managers to address water-related public health issues.

a. Support amendments to State regulations to permit centralized sewer systems in areas with high levels of existing or potential development or identified water quality concerns.

b. If a public health hazard is declared in rural Deschutes County, expedite actions such as legislative amendments allowing sewers or similar infrastructure.

Policy 5.4.9. Continue to evaluate and/or implement regulations, such as a wellhead protection ordinance for public water systems, in accordance with applicable Federal and/or State requirements.

Policy 5.4.10. Coordinate and work with the Oregon Department of Agriculture, agricultural uses, and available voluntary programs to support and implement proven new technologies and best practices to maintain and enhance water quality, such as minimizing nitrate contamination, maintaining streamside vegetation, reducing streambank soil erosion and runoff, reducing fish passage barriers, managing return flows, limiting livestock access to riparian areas, and minimizing weeds and bare patches in grazing areas.

Policy 5.4.11. Support regulations, education programs, and cleaning procedures at public and private boat landings.

Goal 5.5: Coordinate land use and water policies to address management and allocation of water in Deschutes County.

Policy 5.5.1. Coordinate with other affected agencies when a land use or development application may impact rivers or riparian ecosystems or wetlands.

Policy 5.5.2. Regulate land use patterns and promote best practices to preserve the integrity of the natural hydrologic system, recognize the relationship between ground and surface water, recognize basin-wide impacts, and address water impacts of new land uses and developments, including water-intensive uses.

Policy 5.5.3. Support efforts to protect existing surface water and groundwater users and to maintain sustainable groundwater resources as OWRD works to update and modernize Oregon's groundwater allocation rules and policies.

Policy 5.5.4. Support efforts by the OWRD in collaboration with Central Oregon Cities Organization, The Confederated Tribes of the Warm Springs Reservation of Oregon, and non-governmental organizations to revisit the Deschutes Basin Groundwater Mitigation Program.

Policy 5.5.5. Coordinate with the irrigation districts to ensure irrigated land partitions and lot line adjustments are not approved without notice to the affected district.

Policy 5.5.6. Utilize Central Oregon Stormwater Manual to apply appropriate stormwater management practices land use decisions.

Policy 5.5.7. Allow for development of wastewater facilities and improvements where needed or required to address water quality issues and maintain water quality, consistent with state and local wastewater system requirements.

Open Space and Scenic Views Goals & Policies

Goal 5.6: Coordinate with property owners to protect open spaces, scenic views, and scenic areas and corridors through a combination of incentives and/or educational programs.

Policy 5.6.1. Work with stakeholders to create and maintain a system of connected open spaces while balancing private property rights with community benefits.

Policy 5.6.2. Work to maintain the visual character and rural appearance of open spaces such as the area along Highway 97 that separates the communities of Bend and Redmond or lands that are visually prominent.

Policy 5.6.3. Work to maintain and protect the visual character and rural appearance of visually prominent open spaces within the County, particularly those that are identified in the Goal 5 inventory.

Policy 5.6.4. Seek to protect the cultural identity of rural communities, such as the Highway 97 area/corridor between Bend and Redmond, and others.

Policy 5.6.5. Protect significant open spaces, scenic views, and scenic sites by encouraging new development to be sensitive to these resources.

Policy 5.6.6. Incentivize the placement of structures in a way that is sensitive of view corridors to maintain the visual character of the area.

Wildlife Goals and Policies

Goal 5.7: Maintain and enhance a diversity of wildlife and habitats.

Policy 5.7.1. Promote stewardship of wildlife habitats through incentives, public education, and development regulations.

Policy 5.7.2. Ensure Goal 5 wildlife inventories and habitat protection programs are up-to-date through public processes, expert sources, and current or recently adopted plans and studies.

Policy 5.7.3. Provide incentives for new development to be compatible with and to enhance wildlife habitat.

Policy 5.7.4. Require, incentivize, or encourage clustering of development in inventoried wildlife areas to reduce impacts to wildlife populations.

Policy 5.7.5. Develop better understanding of The Confederated Tribes of the Warm Springs Reservation of Oregon's treaty-protected rights to co-manage the wildlife resources of the Deschutes Basin.

Goal 5.8: Balance protection of wildlife and habitat with the economic and recreational benefits of wildlife and habitat.

Policy 5.8.1. Encourage responsible and sustainable wildlife related tourism, hunting, and recreation.

Policy 5.8.2. Coordinate with stakeholders to ensure access to appropriate recreational opportunities within significant wildlife and riparian habitat through public or non-profit ownership.

Policy 5.8.3. Coordinate with Confederated Tribes of the Warm Springs Reservation of Oregon and State agencies to develop strategies to support sound wildlife management science and principals for the benefit of the wildlife resource.

Goal 5.9: Comply with federal and state regulations related to sensitive, threatened, and endangered species, including the Endangered Species Act, the Bald and Golden Eagle Protection Act, the Migratory Bird Treaty Act, and others as applicable.

Policy 5.9.1. Coordinate with Federal and State agencies to develop strategies to protect Federal or State Threatened or Endangered Species, or Species of Concern.

Policy 5.9.2. Mitigate conflicts between large-scale development and sage grouse habitat.

Policy 5.9.3. Consider adopting recommendations from Oregon Department of Fish and Wildlife, the Confederated Tribes of the Warm Springs Reservation of Oregon, and the Deschutes River Mitigation and Enhancement Program in dock construction.

Environmental Quality Goals and Policies

Goal 5.10: Maintain and improve upon the quality of air and land in Deschutes County.

Policy 5.10.1. Use building techniques, materials, and technologies in existing and future County operations and capital facilities that help maintain and improve environmental quality.

Policy 5.10.2. Implement a dark skies educational and or incentive program and periodically update the Dark Skies ordinance to reduce the impacts of light pollution and reduce lighting impacts on adjacent properties.

Policy 5.10.3. Coordinate with agency partners to educate residents about controlled burning projects and air quality concerns.

Policy 5.10.4. Use public education, education for County departments, and regulations to control noxious weeds and invasive species.

Goal 5.11: Promote sustainable building practices that minimize the impacts of development on the natural environment.

Policy 5.11.1. Use the County Code and educational materials to promote the use of resource-efficient building and landscaping techniques, materials, and technologies that minimize impacts to environmental quality.

Policy 5.11.2. Encourage and support reuse and recycling of consumer goods, green waste, construction waste, hazardous waste, and e-waste through education and enhanced recycling opportunities through the Recycling Program.

Policy 5.11.3. Support the process for siting new County solid waste management facilities in rural Deschutes County, consistent with facility needs and County standards for the location and approval of such facilities.

Policy 5.11.4. Implement best practices in solid waste management throughout the County.

Policy 5.11.5. Develop and implement a Climate Action Plan to address the potential future impacts of climate change on Deschutes County through incentives and/or regulations.

Policy 5.11.6. Promote and incentivize green infrastructure in new development to improve stormwater management.

6

Historic and Cultural Resources

Opportunities, Challenges, and Considerations

Deschutes County is a certified local government (CLG), as designated by the State of Oregon Historic Preservation Office. This certification recognizes the County's commitment to implementing and maintaining a formal historic resources program. Deschutes County has 13 nationally registered historic and cultural sites and 35 locally significant historic sites. The County currently administers grant programs and zoning requirements to preserve and restore these sites. Deschutes County owns the National Register listed Reid School and invests in supporting the Deschutes County Historical Society as a research and educational facility through a zero-cost lease and maintenance support for the purposes of running the museum and research center.

Historic resources are recognized by Statewide Planning Goal 5, Natural Resources, Scenic Views and Historic Areas and Open Spaces, and Oregon Administrative Rule (OAR) 660-023. The Statewide Goal and OAR recommend cities and counties inventory and protect historic and cultural sites. Recognizing the value and importance of having a connection to our past, Deschutes County chose to implement and maintain a historic preservation program and Historic Preservation Strategic Plan (Adopted 2022).

The 2022 Historic Preservation Strategic Plan identified three overarching goals to guide historic and cultural resource preservation in Deschutes County: collaborate, coordinate, and educate. The plan identifies opportunities to strengthen relationships between historic preservation and community partners, and to involve community members in historical and cultural preservation efforts. Improving access to historic resource information and providing content in an easily accessible format will be paramount to preservation efforts and increase community appreciation for resources. Along with improved educational resources, more outreach and education opportunities could be explored. Deschutes County has several partners involved in drafting and implementing this strategic plan – those partners include the Deschutes County Historical Society, High Desert Museum, Archaeological Society of Central Oregon, Three Sisters Historical Society, and Redmond Historical Society.

Context

Deschutes County has several notable historical and cultural sites. These sites receive special protections to avoid land use or development activity that may disturb the historical and cultural resources existing on site.

LOCALLY SIGNIFICANT HISTORIC SITES

Deschutes County has 35 locally significant sites including cemeteries, ranches, dams, bridges, schools, and granges among numerous historic homesteads and homesites. The State of Oregon has initiated a process to identify culturally significant archaeological sites and sites of indigenous importance. This process will likely be incorporated into the County's local inventory by 2029.

NATIONALLY REGISTERED SITES

Deschutes County has 13 sites that have completed the national register process, including highways, bridges, lodges, and rock gardens.

Key Community Considerations

As part of the 2023 Comprehensive Plan update, community members shared their vision for the protection of historic and cultural resources. Comments included:

- The importance of county-wide coordination on cultural and historic, as well as increased representation of the indigenous history of Central Oregon.
- Acknowledging previous landowners and preserving the County's historical and cultural resources are both important.
- A county-wide historic and cultural resource signage program was also suggested.
- The community shared an interest in capitalizing on the High Desert Museum to continue to support indigenous culture and Central Oregon's history.

Goals and Policies

Goal 6.1: Promote the preservation of designated historic and cultural resources through education, incentives, and voluntary programs.

Policy 6.1.1. The Historic Landmarks Commission shall take the lead in promoting historic and cultural resource preservation as defined in DCC 2.28.

a. Support incentives from the State Historic Preservation Office (SHPO), The Confederated Tribes of the Warm Springs Reservation of Oregon Tribal Historic Preservation Office (THPO), or other agencies for private landowners to protect and restore historic resources.

b. Support the Historic Landmarks Commission to promote educational programs to inform the public of the values of historic preservation.

c. Support improved training for the Historic Landmarks Commission.

d. Support the goals, objectives, and actions of the Historic Preservation Strategic Plan.

Policy 6.1.2. Coordinate cultural and historic preservation with the Oregon State Historic Preservation Office and The Confederated Tribes of the Warm Springs Reservation of Oregon Tribal Historic Preservation Office.

a. Maintain Deschutes County as a Certified Local Government, which includes the City of Sisters.

Policy 6.1.3. Encourage private property owners to coordinate with the State Historic Preservation Office and The Confederated Tribes of the Warm Springs Reservation of Oregon Tribal Historic Preservation Office.

Policy 6.1.4. Coordinate with The Confederated Tribes of the Warm Springs Reservation of Oregon, Burns-Paiute Tribe, Klamath Tribes, Archaeological Society of Central Oregon, and SHPO to adopt a program to identify and protect archaeological and cultural resources, as appropriate, and prevent conflicting uses from disrupting the value of known sites.

7

Natural Hazards

Opportunities, Challenges, and Considerations

Central Oregon is a dynamic region formed and shaped by the powerful forces of nature. Deschutes County residents and visitors rely on the County and its partners to plan for hazardous events and limit harm to people and property.

Continued rapid population growth, development in wildfire-prone areas, and an increased frequency of natural hazard events make planning for and mitigating risks ever more important. As temperatures rise globally, Central Oregon will face challenges due to drought, wildfire, heat events, and storms. The impacts a major Cascadia Subduction Zone earthquake would have on Deschutes County would be substantial as well.

In order to plan for and address natural hazards, Deschutes County has partnered with local jurisdictions to create its Natural Hazards Mitigation Plan (NHMP). Additional opportunities exist to create greater defensible spaces, encourage fire hardening, utilize grant programs, and pursue education measures to reduce these impacts over time.

According to the NHMP, the hazards with greatest risk in Deschutes County are:

- **Winter Storm.** Destructive storms producing heavy snow, ice and cold temperatures occurred throughout the County's history. Increases in population and tourism make potential impacts to shelter, access to medical services, transportation, utilities, fuel sources, and telecommunication systems more acute. The relative frequency of these events combined with their widespread impacts make winter storms the highest-ranked hazard in the NHMP.
- **Wildfire.** Historically, wildland fires have shaped the forests and wildlands valued by residents and visitors. These landscapes, however, are now significantly altered due to increased rural development, warmer and drier conditions, and forest management practices, resulting in increased event of wildfires that burn more intensely than in the past.

Statewide Planning Goal 7 requires local comprehensive plans to address Oregon's natural hazards. Protecting people and property from natural hazards requires knowledge, planning, coordination, and education. Good planning does not put buildings or people in harm's way. Planning, especially for the location of essential services like schools, hospitals, fire and police stations, is done with sensitivity to the potential impact of nearby hazards.

- **Windstorm**. A windstorm is generally a short duration event involving straight-line winds and/or gusts in excess of 50 mph. Although windstorms can affect the entirety of Deschutes County, they are especially dangerous in developed areas with significant tree stands and major infrastructure, especially above ground utility lines.
- **Drought**. Periods of drought can have significant impacts on public health, agriculture, and industry. Many counties in Central Oregon are currently experiencing more frequent and severe droughts than is historically the norm, and many climate predictions see this trend continuing into the future.
- **Earthquake.** The Pacific Northwest is located at a convergent plate boundary, called the Cascadia Subduction Zone, where the Juan de Fuca and North American tectonic plates meet. This fault line is subject to rare but potentially very large earthquakes. Such an event would impact Deschutes County communities both directly through damage to infrastructure and property, as well as economically and socially as the broader region recovers from the disaster.

Context

Informed by an understanding of natural hazards, Deschutes County can reduce the risks to property, environmental quality, and human safety through land use planning and review of specific development proposals. The County's policies provide the framework for the County's natural hazards review program. This includes: identification of areas subject to natural hazards, regulations for evaluating land use actions for how they may result in exposure to potential harm from natural hazards, and programmatic elements including partnerships and funding opportunities to support natural hazard risk reduction.

Deschutes County has taken on a number of proactive projects, including:

- 2021 Natural Hazards Mitigation Plan (NHMP)
- 2019 Wildfire Mitigation Advisory Committee
- Project Wildfire, a County-led wildfire education and mitigation program has been in operation since 203 and has been very successful in changing attitudes towards wildfire and prevention.
- Community Wildfire Protection Plans (CWPP) for many communities, including:
  - Greater Bend CWPP (2016, expected revision 2021)
  - Greater La Pine CWPP (2020, expected revision 2025)
  - Greater Redmond CWPP (2022, expected revision 2026)
  - Greater Sisters Country CWPP (2019, expected revision 2024)

- Sunriver CWPP (2020, expected revision 2025)
- East and West Deschutes County CWPP (2018, expected revision 2023)
- Upper Deschutes River Coalition CWPP (2018, expected revision 2023)

The County is pursuing a process to consolidate all CWPPs into one document, to simplify the five-year update process. In addition, dozens of neighborhoods are pursuing or have received FireWise certification through the National Fire Protection Association. The County also supports the Heart of Oregon and Youth Conservation Corps crews in fuels reduction work and other mitigation efforts, with financial assistance from other entities.

Wildfire

According to the Natural Hazards Mitigation Plan, wildfire is the second most significant hazard to the county (after winter storms) and was the most discussed natural hazard discussed during outreach events. Throughout the 20th century, the years with warm and dry conditions corresponded with larger fires that have burned greater areas. Overall increases in heat will also lengthen growing seasons - building greater fuel loads and decreasing soil and fuel moisture, thereby increasing the likelihood of larger fires.

By mid-century, the annual potential for very large fires is projected to increase by at least 350% over the 20th century average.[1]

The annual frequency of very high and extreme fire danger days is expected to increase by 10-15 additional days per year by mid-century[4] (up from 36 currently). These trends are due to exacerbated conditions with a combination of high air temperatures and very low fuel moisture, which increases the likelihood of fire starts that can spread. As Deschutes County communities have experienced, increased fire activity - even at quite a distance - will impact air quality, increasing public health risks and impacting aspects of everyday life.

The Wildland-Urban Interface (WUI) is defined as the area where housing and burnable vegetation meet or intermingle[2]. Deschutes County has seen increased development in the WUI, associated with growth in the four cities and the rural county, in particular on the edge of cities adjacent to public lands. Public lands in the WUI historically had frequent low intensity fire which reduced the density of small trees and brush making the landscape less likely to produce high severity fire. Past forest management practices and exclusion of frequent, natural, low intensity fire from the landscape result in high fuel loads and high probability of severe fire. Landscapes in Deschutes County that have experienced severe fire often contain dense understory vegetation and brush, which are more susceptible to ignitions and fire spread in hot and dry climates.

Following severe wildfire events, forests experience disruption of natural growth progression, which can lead to competition among vegetative species and monoculture species growth. Significant efforts have gone into removal of these fuels at the federal, state, and local levels, including notable efforts by

1 Halofsky, J. Peterson, D, Harvey, B. "Changing Wildfire, changing forests: the effects of climate change on fire regimes and vegetation in the Pacific Northwest, USA. Fire Ecology. 2020.
2 Community Planning Assistance for Wildfire definition for WUI

neighborhood associations and communities following fire-wise guidelines.

Home hardening at the individual household level will continue to play an important role in reducing the risk of loss from wildfire events and mitigating the spread of fire between neighboring properties. The 2020 Labor Day fires severely impacted several areas of the state. During those events, house to house ignitions amplified the spread of wildfire, causing severe loss of homes and businesses. Home hardening techniques include use of ignition resistant siding and roofing, attic ventilation devices that reduce ember intrusion, and removal of vegetation in the defensible space area surrounding structures on a property. These techniques will be crucial to reduce loss of life and property from these increasing hazard events in and adjacent to the WUI.

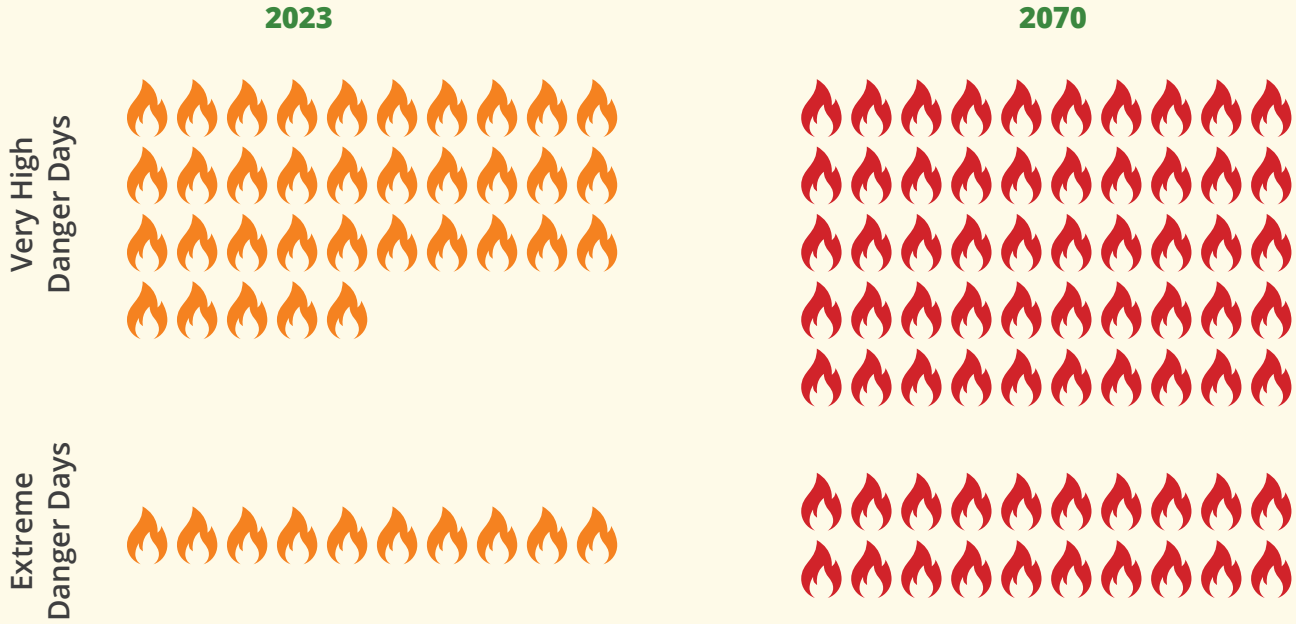
WILDFIRE AND HEAT

By the middle of this century, increasing temperatures are expected to drive increasing wildfire risk, especially in the Cascades. The yearly percentage of area burned is likely to increase in the mountains and the interval of return (years between fires) is expected to decrease across the county. Both the highest and lowest summer temperatures will increase, leading to more extreme heat days and reducing the historical nighttime cooling effect of the high desert.

Under all change projections, there will be an increase in the number of days with a heat index above both 90° and 100°F by mid-century.[3] By 2100, Deschutes County can expect summer maximum temperatures to be 12°F hotter than current highs. Overall, extreme heat is not considered a human health risk in Deschutes County because of low night-time temperatures and low humidity in the region. However, the Redmond airport, which sees the hottest temperatures in the county, will likely experience

3 Oregon Forest Resources Institute Fact Sheet

Fire Danger near Mt. Bachelor Village



occasional temperatures above 105° every few years by mid-century, and at least once a year by 2100. In addition, summer night-time lows are likely to increase by up to 5° degrees by mid-century, reducing the cooling effect of the high desert climate.

Key Community Considerations

Community conversations related to natural hazards have centered around the following topics:

- Impacts of Climate Change. Throughout the engagement process, community members spoke to the importance of recognizing and addressing the impacts of climate change in Deschutes County and its relationship with natural hazard events.
- Education and Communication. Providing information about potential risks to residents and visitors can help the community as a whole be more prepared for natural hazards.
- Development Code Regulations and Incentives. Some community members expressed a desire for stricter regulations and additional incentives about "fire-wise" construction and defensible space practices.
- Limiting Development in hazard-prone areas. Increased development in remote areas of the County, where life-saving services may be scarce and human impacts may exacerbate risks, was a concern for some.

Vulnerable Populations

Socio-demographic qualities such as language, race and ethnicity, age, income, and educational attainmentare significant factors that can influence the community's ability to cope, adapt to and recover from natural disasters. A disproportionate burden is placed upon special needs groups, particularly children, the elderly, the disabled, minorities, and low-income persons. These vulnerabilities can be reduced or eliminated with proper outreach and community mitigation planning. For planning purposes, it is essential that Deschutes County and the cities of Bend, La Pine, Redmond, and Sisters consider both immediate and long-term socio-demographic implications of hazard resilience.

Goals and Policies

Goal 7.1: Develop policies, partnerships, and programs to increase resilience and response capacity in order to protect people, property, infrastructure, the economy, natural resources, and the environment from natural hazards.

Policy 7.1.1. Partner with county, state, and regional partners to regularly update and implement the Deschutes County Natural Hazards Mitigation Plan.

Policy 7.1.2. Collaborate with federal, state, and local partners to maintain updated mapping of high wildfire hazard areas, floodplains, and other natural hazard areas within the county.

Policy 7.1.3. Communicate and cooperate with federal, state, and local entities to clarify responsibilities regarding wildfire mitigation and suppression to improve fire protection services.

Policy 7.1.4. Use the development code to provide incentives and regulations to manage development in areas prone to natural hazards.

Policy 7.1.5. Work with agency partners to mitigate impacts of episodes of poor air quality resulting from wildfires and prescribed burning in the region.

Policy 7.1.6. Protect wildlife with wildland fire mitigation measures on private lands.

Policy 7.1.7. Address wildfire risk, particularly in the wildland urban interface.

Policy 7.1.8. Identify all areas not protected by structural fire protection agencies and promote discussions to address fire protection in unprotected lands in the County.

Policy 7.1.9. Support forest management practices that reduce wildfire risk.

Policy 7.1.10. Support local fire protection districts and departments in providing and improving fire protection services.

Policy 7.1.11. Continue to review and revise County Code as needed to:

a. Ensure that land use activities do not aggravate, accelerate, or increase the level of risk from natural hazards.

b. Require development proposals to include an impact evaluation that reviews the ability of the affected fire agency to maintain an appropriate level of service to existing development and the proposed development.

c. Minimize erosion from development and ensure disturbed or exposed areas are promptly restored to a stable, natural and/or vegetated condition using natural materials or native plants.

d. Ensure drainage from development or alterations to historic drainage patterns do not increase erosion on-site or on adjacent properties.

e. Reduce problems associated with administration of the Floodplain Zone.

f. Require new subdivisions and destination resorts to achieve FireWise Standards or other currently accepted fire mitigation standards from the beginning of the projects and maintain those standards in perpetuity.

Goal 7.2: Ensure the County's built environment and infrastructure are adequately prepared for natural disasters.

Policy 7.2.1. Increase the quality, resiliency, diversity, and redundancy of utility and transportation infrastructure to increase chances of continued service following a natural disaster.

Policy 7.2.2. Prohibit the development of new essential public facilities and uses that serve vulnerable populations from being located within areas at high risk of flooding and wildfire, and aim to relocate existing uses in these areas.

Policy 7.2.3. Support Central Oregon Ready, Responsive, Resilient (CORE3) regional coordinated emergency services training facility.

Policy 7.2.4. Coordinate with emergency service providers when new development is proposed to ensure that response capacity can meet the needs of the new development.

Policy 7.2.5. Require new development to follow home hardening, defensible space, and other resilient design strategies in areas prone to wildfires and other natural hazards.

Policy 7.2.6. Encourage and incentivize development that exceeds minimum building code standards and promote retrofitting of existing development for better natural disaster resiliency.

Policy 7.2.7. Require development to be designed to minimize alteration of the natural landform in areas subject to slope instability, drainage issues or erosion.

Policy 7.2.8. Regulate development in designated floodplains identified on the Deschutes County Zoning Map based on Federal Emergency Management Act regulations.

a. Continue evaluation of participation in and implementation of the Community Rating System as part of the National Flood Insurance Program.

b. Cooperate with other stakeholders to identify alternatives for acquiring and/or relocating existing structures prone to flooding.

c. Continue to coordinate with stakeholders and agency staff to correct mapping errors.

Goal 7.3: Develop programs that inform the public about the increased risks from natural hazards.

Policy 7.3.1. Identify high risk, high need populations and ensure equitable access to emergency preparedness and recovery services.

Policy 7.3.2. Increase outreach and education for hazard awareness and natural disaster preparedness, especially for low-income, elderly, non-English speaking, and other vulnerable populations.

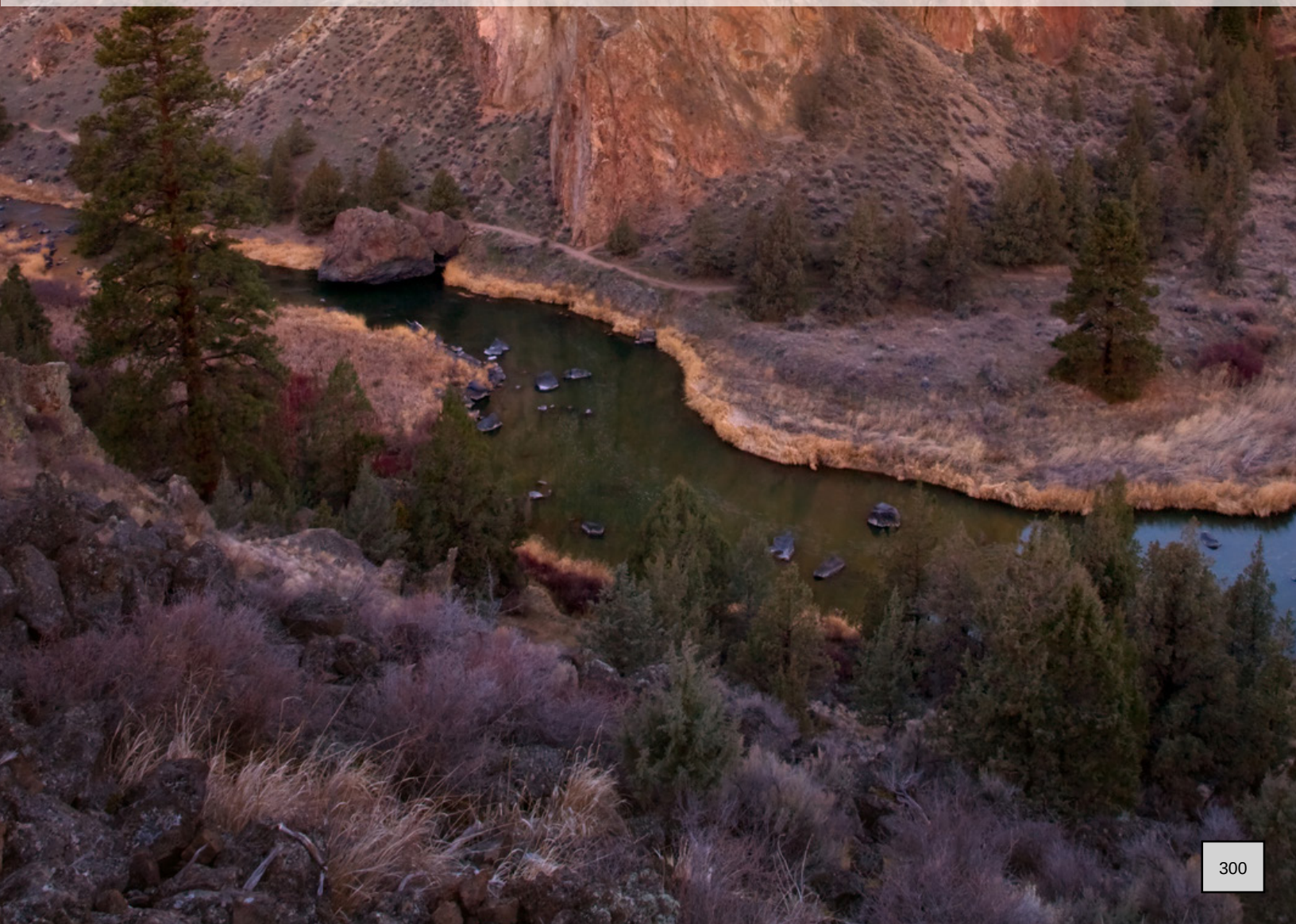
Policy 7.3.3. Expand partnerships with government agencies, utilities, and other groups that can help Deschutes County residents prepare for natural disasters.

Policy 7.3.4. Work with regional partners to establish and maintain adequate support for a Deschutes County Community Emergency Response Team (CERT) to aid in responding to natural hazard events.

Policy 7.3.5. Promote and support business resilience planning.

8

Recreation



Opportunities, Challenges, and Considerations

Recreation is an important quality of life issue for Deschutes County and recreational tourism is a key part of the local economy. Both residents and visitors are drawn by the County's extensive public lands, seasonal climate, and wide variety of activities and settings. Recreational opportunities include places set aside for specific activities such as campgrounds or sports fields as well as passive spaces such as natural areas.

The primary focus of recreation in rural Deschutes County is outdoor recreation. Outdoor activities promote healthy communities by encouraging people to enjoy an active lifestyle and by providing opportunities to reconnect with the natural world.

Deschutes County does not have a parks department; instead, it coordinates with the federal and state agencies, local park districts, and private entities that provide park and recreational opportunities. Coordination assures that resources are used efficiently, and duplication is avoided. With a holistic view of recreation in Deschutes County, the County can also provide other agencies and jurisdictions with guidance for service gaps to fill.

Photo Credit: Ryan Westby

Future Challenges to Recreation

The health of the County's recreational assets and industry is inexorably tied to the health of the land, forests, and waterways of Central Oregon. The effects of human activity - from development pressures and overuse of recreational facilities to resource extraction and climate change – will have a significant impact on recreation in Deschutes County. Some of these impacts include:

- Changes in precipitation affecting the timing and conditions for winter sports
- Loss of habitat
- Wildfire and risk of wildfire limiting recreational access
- Increased number of dangerously warm days.

There are several environmental concerns that may affect parks and recreation in Deschutes County in the future. Activities such as hiking, hunting, fishing, swimming, and foraging are an important part of recreation in Deschutes County - these activities are likely to be impacted by future changes to the climate.

Fishing may be impacted by drought as water bodies warm and seasonally drop. Foraging animals, like deer and elk, may express changing behavior like earlier-season high elevation foraging and increased interactions with agricultural communities due to drought. Drought also severely reduces the prominence of fruiting fungi for annual mushroom hunters, and may increase pressure on the remaining harvest areas. Fungi are crucial to the health of the forest ecosystem, adapting and responding to changing conditions and disease.

These conditions may also lead to greater frequency and severity of algal and bacterial blooms in fresh water. Algal blooms in other parts of the state have led to drinking water concerns, but Deschutes County cities are supplied by groundwater and so the risk in algal blooms is mainly to recreation – boaters, swimmers, anglers, and campers may be less motivated to visit.

Winter Sports

Snow sports are a significant component of recreation in Deschutes County. Overall decline in snow pack is expected in the coming decades, which will heavily impact winter sports that rely on snowpack in the Cascades. At the Mt. Bachelor Ski Resort, April Snowpack is expected to decline between 11% and 18% by the middle of the century and between 18% and 43% by the end of the century. Additionally, inconsistent snowpack buildup will increase due to more precipitation falling as rain instead of snow throughout the season, making winter sports seasons less predictable.

Summer Recreation

The summer outdoor season has additional risks from degraded to severely degraded air quality due to wildfire throughout the west coast. With degraded air quality, outdoor recreators may avoid the region, impacting regional income and generally degrading the perception of the county as a retreat to the natural world. Additionally, an increase in the frequency of very high temperature days may impact the safety and desirability of outdoor recreation.

Context

Deschutes County does not directly provide parks and recreation services. The only public parks the County maintains are a section of the County Fairgrounds and the Worrell Wayside in downtown Bend. Although there is no County parks department, there are County-owned properties which are designated as park lands. Parks and recreation services are provided by the following entities.

OREGON PARKS AND RECREATION DEPARTMENT

OPRD owns and manages several key parks and scenic areas in the County. These include state parks such as line Falls State Scenic Viewpoint, La Pine State Park, Pilot Butte State Scenic Viewpoint, Smith Rock State Park, and Tumalo State Park. In addition, they also manage the Upper and Middle Deschutes River Scenic Waterway segments, and Cascade Lakes and McKenzie Pass-Santiam Pass Scenic Byways.

THE BEND PARKS AND RECREATION SPECIAL DISTRICT (BPRD)

BPRD owns and maintains approximately 3,035 acres of parkland including 81 parks and 70 miles of trails. The largest park district in the County, the taxing district follows the City of Bend Urban Growth Boundary closely, although extends past the UGB to the west and east to include several properties outside of city limits.

Photo Credit: Visit Bend (www.visitbend.com)

THE LA PINE PARKS AND RECREATION SPECIAL DISTRICT

This district operates in 85 square miles and 11 parks and recreation facilities in southern Deschutes County including the City of La Pine.

THE REDMOND AREA PARKS AND RECREATION SPECIAL DISTRICT

The District operates five recreational facilities including the Cascade Swim Center and extends beyond city limits to Tetherow Crossing. In 2022, the district received voter approval for a general obligation bond to build a new community center with a variety of recreational, fitness, and therapeutic activates.

THE SISTERS PARK AND RECREATION SPECIAL DISTRICT

Operates approximately 15 acres of land within City of Sisters city limits, including Bike Park 242, Hyzer Pines Disc Golf Course, a playground, a skatepark, and Coffield Community Center. The district boundary extends far past city limits, serving approximately 14,000 residents through programming and activities.

THE U.S. FOREST SERVICE, BUREAU OF LAND MANAGEMENT

Approximately 76% of the County's total land area is owned by the federal government, primarily these two agencies. Community members seek out extensive recreation activities in these areas, including skiing, mountain biking, hiking, backpacking, fishing, hunting, kayaking, and off-road vehicle riding.

COUNTY-OWNED OPEN SPACE

Starting in 1994 the County received donation of several properties along rivers, creeks, or streams or with wildlife, wetlands, or other value as park lands. The intent of this donation was not to develop these lands for park use but rather to preserve lands with valuable resources, which were protected through deed restrictions. The park designation means that the lands would be retained in public ownership unless

there was a public hearing and the Board of County Commissioners determined that selling was in the best interest of the public.

ORS 275.330 governs the disposal of these lands, stating that if they are sold the proceeds must be dedicated to park or recreation purposes. As of 2009, there were approximately 70 properties designated as park lands.

COUNTY FAIRGROUND AND EXPO CENTER

The 132-acre County Fairground and Expo Center site is located southwest of the Redmond airport, and it is placed strategically at the hub of the tri-county area (Deschutes, Jefferson, Crook Counties). The facility is used for a variety of public and private events. Each of its lawn areas can be rented exclusively by groups for different events, which range from weddings, picnics, reunions, car shows, RV / motorcycle rallies, animal shows, and outdoor trade shows, among others.

Key Community Considerations

Recreation and access to nature is a key component of life in Deschutes County and a primary attraction for both residents and visitors. As part of this Comprehensive Plan update, community members noted concerns about increasing recreational use or overuse, conflicts among different users, and the need for permitting or other strategies to manage use of federally owned lands, particularly in popular locations.

Because the county does not have a parks and recreation department, community members have identified service gaps and lack of continuity of trail networks, habitat and species preservation, and land access policies. Residents are concerned with private recreation development and use of natural resources such as land and water.

The tension between resource use of forest land and water, recreational use of these areas, and natural resource protection is evident among members of the community

Community members also noted that it is imperative for all special districts and agencies providing park services to coordinate on integrated services. These partnerships will be key to ensure sustainable recreation and land stewardship as the County continues to grow.

Photo Credit: Ryan Westby

Goals and Policies

Goal 8.1: Increase affordable, sustainable, and diverse recreation opportunities through partnerships with government and private entities.

Policy 8.1.1. Reduce barriers to regional parks and recreation projects in Deschutes County, including acknowledgement or adoption of federal, state and local parks district trail and facility plans.

Policy 8.1.2. Collaborate with partners to develop a regional system of trails and open spaces, balancing recommendations from local park districts, County, state, and federal recreation plans and studies and property owner considerations, particularly for projects adjacent to farm and forest lands.

Policy 8.1.3. Encourage coordination between the U.S. Forest Service, the Bureau of Land Management and recreational use interest groups to minimize environmental degradation, agricultural fragmentation and user conflicts on public and private land.

Policy 8.1.4. Support the creation and improvement of accessible park and recreation opportunities in compliance with the Americans with Disabilities Act.

Policy 8.1.5. Support efforts to coordinate recreation planning between the County, park and recreation districts, school districts, irrigation districts, unincorporated communities, and cities.

Policy 8.1.6. Support the development of parks and trails identified in locally-adopted plans.

Policy 8.1.7. Coordinate with unincorporated communities to identify opportunities for parks, trails, open spaces, and community centers.

Policy 8.1.8. Support trail design standards and identify specific funding sources for trails as part of future transportation system planning efforts to ensure development of identified priority rural trail segments and bicycle routes.

Policy 8.1.9. Explore creation of a County Parks and Recreation Department to increase the County's role in recreation and natural resource management and implement if deemed appropriate.

Policy 8.1.10. Support community efforts for acquisition and management of Skyline Forest as a community amenity.

Policy 8.1.11. Work with stakeholders to promote new recreational and tourist initiatives that maintain the integrity of the natural environment.

9

Economic Development

Opportunities, Challenges, and Considerations

Statewide Planning Goal 9 provides guidance on economic development for Oregon jurisdictions. This goal is intended to "provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens." For Deschutes County, implementing Goal 9 is focused on ensuring opportunities for economic development, while protecting rural land uses.

In Deschutes County, several areas are designated for rural industrial and rural commercial activities to allow for activities such as manufacturing or resource processing. Additionally, unincorporated communities and rural service centers allow for limited commercial opportunities, including restaurants, services, and retail stores.

Economic development agencies in Central Oregon cite the tremendous natural resource access and amenities to be essential for drawing in new businesses and workers. As the County grows, childcare will continue to be challenge for rural residents along with access to high speed and reliable internet services.

A continued challenge for Deschutes County will be to balance adequate economic opportunity for rural residents, with protection of natural resource lands. Community members have expressed interest in providing for new and emerging economic opportunities through renewable energy development, including potential for biomass, solar, geothermal, and wind projects that may be compatible with rural uses.

Context

Deschutes County's economy was initially built around farming and logging. As those sectors declined in the 20th century, recreation and tourism increased as people were drawn to the beauty and opportunities to recreate on public lands. Deschutes County's high quality of life became a draw for employers and employees alike. In the 2000's, the building sector boomed as new housing was built to meet both increased housing demand and the real estate speculation that followed. Housing prices rose so high that workforce housing became a limiting factor in economic growth. The period of strong growth ended with the national recession that began in late 2007, leading to falling housing prices and rising unemployment. The 2010's and early 2020's have proven to be another period of booming economic growth for Deschutes County, exacerbated by the COVID-19 pandemic and the dramatic increase in remote work.

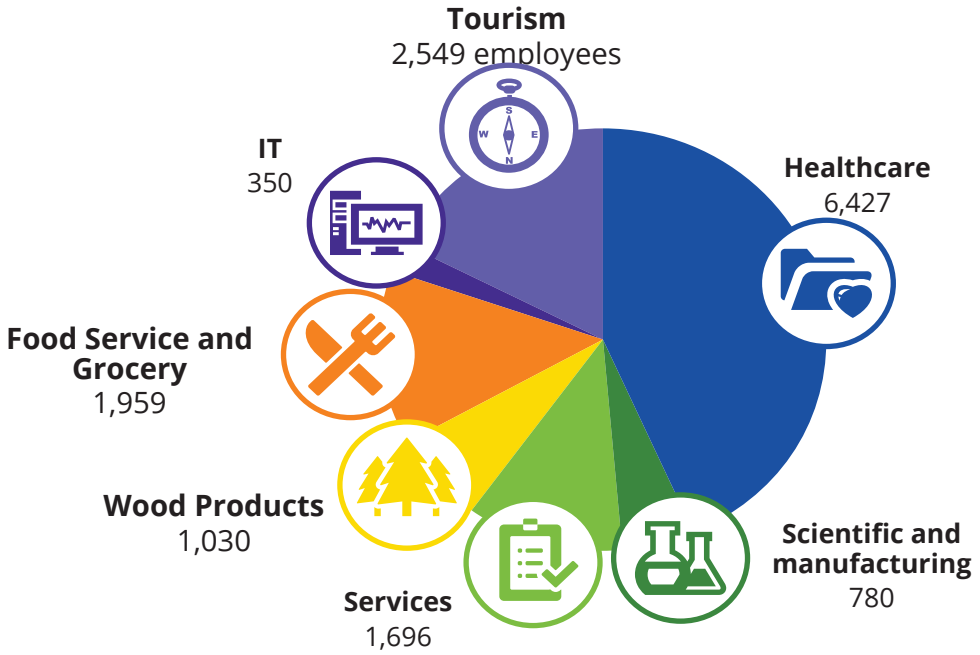
Deschutes County's economy remains strong compared to Oregon as a whole, as shown in the statistics below.

$74,082
Median Household Income ($70,084 in Oregon)

9.4%
of county population experiencing poverty (12.1% in Oregon)

63.3%
of population in civilian workforce (62.6% in Oregon)

2022 Central Oregon Largest Private Employers by Industry



Primary Industries

Deschutes County is known for its abundant natural resources, though the County continues to balance its economy through a variety of industries. The top 10 industries overall in Deschutes County (including those within urban areas) are:

1. Trade, transportation, utilities (15,742 jobs)
2. Education/Health Services (13,479 jobs)
3. Goods-producing (13,169 jobs)
4. Leisure and hospitality (12,990 jobs)
5. Health care and social assistance (12,541 jobs)
6. Retail trade (11,714 jobs)
7. Accommodation and food services (10,718 jobs)
8. Professional/business services (10,067 jobs)
9. Food services/drinking places (8,304 jobs)
10. Local government (7,396 jobs)

2022 Central Oregon Largest Private Employers

Rank	Employees	Employer
1	4,509	St. Charles Health System regional
2	1,030	Bright Wood Corporation regional
3	1,000	Sunriver Resort
4	916	Les Schwab Headquarters & Tire Centers regional
5	894	Mt. Bachelor
6	714	Safeway regional
7	640	NC Fred Meyer regional
8	628	Summit Medical Group regional
9	605	McDonald's regional
10	440	Lonza, formerly Bend Research
11	415	Rosendin Electric
12	391	Mosaic Medical regional
13	375	Black Butte Ranch
14	365	ibex
15	350	Meta Platforms, Inc. - Facebook Data Center
16	340	BasX
17	336	PacificSource
18	296	High Lakes Health Care regional
19	280	Brasada Ranch
20	267	Medline ReNewal

Tourism

Tourism continues to be a major facet of Central Oregon's economy, with approximately 4.5 million visitors entering Central Oregon each year. The majority of those visitors travel to Bend and Deschutes County in particular but other communities in the County also are popular destinations, including Sisters, Redmond and Terrebonne, as well as destination resort such as Sunriver, Eagle Crest, Pronghorn and others. In addition, recreational opportunities throughout the County also attract a multitude of visitors, from skiing on Mt. Bachelor, hiking in the Three Sisters Wilderness, and rafting the Deschutes River, to fishing, hunting and camping at dispersed sites on National Forest and BLM land throughout the County.

Tourism Impacts

4.27
Million
Annual overnight visitors in Central Oregon (comprised of Deschutes, Crook, Jefferson, and south Wasco counties)

$28.5
Million in Tax Revenues
Transient Tax Revenues in 2022 Central Oregon as a whole

In 2022, employment directly generated by travel spending in Central Oregon was
10,270
Jobs (up 13.1%)

$25.7
Million
Deschutes County alone

$293
Average trip spend, per person, from an overnight visitor

Source: Oregon Travel Impacts, 2022 by Dean Runyan Associates for the Oregon Tourism Commission

Construction and Development

While much of the County's economic activity occurs in urban areas, staff notes that agricultural, forestry, and construction industries also provide economic growth in Deschutes County. Construction of rural housing can support additional workforce in areas outside of city limits while also utilizing local trade industries. Construction of rural industrial or commercial projects provide economic opportunities that serve rural communities, without a trip into an adjacent city.

Coordination

A key partner for the County in promoting a healthy economy is Economic Development for Central Oregon (EDCO). This private non-profit organization is dedicated to diversifying the tri-county regional economy by attracting new investment and jobs. This organization also tracks the local economy.

Between 2010 and 2013, Deschutes, Crook, and Jefferson counties, and their respective cities established a regional large lot industrial land need analysis, ultimately leading to changes to state law, OAR 660-024-0040 and 45. This rule provides that that the large lot industrial land need analysis agreed upon by all of the parties, once adopted by each of the participating governmental entities, would be sufficient to demonstrate a need for up to nine large industrial sites in Central Oregon. Six of the sites will be made available initially. Three more sites may be added under the rule as the original sites are occupied. Intergovernmental agreements were formed with the regions jurisdictions and Central Oregon Intergovernmental Council in 2013 to provide oversight of this new regional large lot industrial lands program. Participating local governments will review the program after all nine sites have been occupied, or after ten years, whichever comes first.

Connections to Other Comprehensive Plan Chapters

Much of the County's economic development activity is directly related to farmland (Chapter 3), forest land (Chapter 3), mineral and aggregate resources (Chapter 4), and natural resources (Chapter 5). Additional information can be found in these sections.

Key Community Considerations

As part of this comprehensive plan update, community members expressed the following:

- A recognition that tourism is an important industry in the County, but some concern that the interests of tourism-related activity play an outsized role in the County.
- Desire for a strong and diverse economy that benefits local residents.
- Strong interest in expanding access to childcare for rural residents, especially those who travel into incorporated cities for employment.
- Interest in exploring new economic opportunities including renewable energy development.
- Desire for additional educational and job training opportunities, including expansion of colleges and universities.

Economic Development Goals and Policies

Goal 9.1: Maintain a stable, sustainable, and thriving rural economy, compatible with rural lifestyles and a healthy environment.

Policy 9.1.1. Promote rural economic initiatives, including home-based businesses, that maintain the integrity of the rural character and natural environment.

Policy 9.1.2. Support a regional approach to economic development in concert with Economic Development for Central Oregon or and similar organizations.

Policy 9.1.3. Support growth and expansion of colleges and universities, regional educational facilities, and workforce training programs.

Policy 9.1.4. Support renewable energy generation as an important economic development initiative, while taking other community goals and concerns into consideration.

Policy 9.1.5. Support and participate in master planning for airports in Deschutes County, including expansion of noise impact boundaries and upgrades to facilities as airports continue to grow.

Policy 9.1.6. Within the parameters of State land use regulations, permit limited local-serving commercial uses in higher-density rural communities. Support limited and locally-serving commercial uses in appropriate locations.

Policy 9.1.7. Support expansion of high-speed internet in rural areas and integrate infrastructure such as fiber-optic cables into new development and road projects.

Policy 9.1.8. Support funding and development of childcare locations across the County to support families in the workforce.

Policy 9.1.9. Explore need for master planning for rural economic development lands, including Deschutes Junction.

Policy 9.1.10. Recognize the importance of maintaining a large-lot industrial land supply that is readily developable in Central Oregon, and support a multi-jurisdictional cooperative effort to designate these sites.

Land Designated and Zoned Rural Commercial

Policy 9.1.11. Update the policies for land designated Rural Commercial as needed.

Policy 9.1.12. Rural Commercial designated lands located outside of urban growth boundaries shall allow uses less intense than those allowed in unincorporated communities as defined by OAR 660-22 or it's successor. Rural Commercial zoning shall be applied to any new properties that are approved for Rural Commercial designations as allowed by State Statute, Oregon Administrative Rules, and this Comprehensive Plan.

Policy 9.1.13. Rural Commercial zoning shall be applied to Deschutes Junction, Deschutes River Woods Store, Pine Forest, Rosland, and Spring River.

Policy 9.1.14. In Spring River there shall be a Limited Use Combining Zone.

Policy 9.1.15. County Comprehensive Plan policies and land use regulations shall ensure that new uses authorized on Rural Commercial designated lands do not adversely affect agricultural and forest uses in the surrounding area.

Policy 9.1.16. Zoning in the area shall ensure that the uses allowed are rural as required by Goal 14, Urbanization, and less intensive than those allowed for unincorporated communities as defined in OAR 660-22. New commercial uses shall be limited to those that are intended to serve the surrounding rural area or the travel needs of people passing through the area.

Policy 9.1.17. New commercial uses shall be limited in size to 2,500 square feet or if for an agricultural or forest-related use, 3,500 square feet.

Policy 9.1.18. A lawful use existing on or before November 5, 2002 that is not otherwise allowed in a Rural Commercial zone, may continue to exist subject to the county's nonconforming use regulations.

Policy 9.1.19. An existing lawful use may expand up to 25 percent of the total floor area existing on November 5, 2002.

Policy 9.1.20. The Rural Commercial zoning regulations shall allow a mixed use of residential or rural commercial uses.

Policy 9.1.21. Residential and commercial uses shall be served by DEQ approved on-site sewage disposal systems.

Policy 9.1.22. Residential and commercial uses shall be served by on-site wells or public water systems.

Policy 9.1.23. Community sewer systems, motels, hotels, and industrial uses shall not be allowed.

Policy 9.1.24. Recreational vehicle or trailer parks and other uses catering to travelers shall be permitted.

Land Designated and Zoned Rural Industrial

Policy 9.1.25. Update the policies for lands designated Rural Industrial as needed.

Policy 9.1.26. To assure that urban uses are not permitted on rural industrial lands, land use regulations in the Rural Industrial zones shall ensure that the uses allowed are less intensive than those allowed for unincorporated communities in OAR 660-22 or any successor.

Policy 9.1.27. Limited Use Combining zones shall be applied to the Redmond Military (Tax lot 1513000000116), Deschutes Junction (Tax lot 161226C000301, Tax lot 161226C000300, Tax lot 161226C000111, and Tax lot 161226A000203) to ensure permitted uses are compatible with surrounding farm and forest lands.

Policy 9.1.28. To ensure that the uses in Rural Industrial zone on tax lot 16-12-26C-301, as described in Exhibit "C" and depicted on Exhibit "D" attached to Ordinance 2009-007 and incorporated by reference herein, are limited in nature and scope, the Rural Industrial zoning on that site shall be subject to a Limited Use Combining Zone which will limit the uses to storage, crushing, processing, sale and distribution of minerals.

Policy 9.1.29. To ensure that the uses in the Rural Industrial Zone on Tax Lot 300 on Assessor's Map 16-12-26C-300 and Tax Lot 203 on Assessor's Map 16-12-26A-300 and portions of Tax Lot 111 on Assessor's Map 16-12-26C-111 as described in Exhibit 'D' and depicted in Exhibit 'E' attached to Ordinance 2010-030 and incorporated by reference herein, are limited in nature and scope, the Rural Industrial zoning on the subject parcel shall be subject to a Limited Use Combining Zone, which will limit the uses to storage, crushing, processing, sale and distribution of minerals, subject to conditional use and site plan approval.

Policy 9.1.30. Land use regulations shall ensure that new uses authorized within the Rural Industrial sites do not adversely affect agricultural and forest uses in the surrounding area..

Policy 9.1.31. New industrial uses shall be limited in size to a maximum floor area of 7,500 square feet per use within a building, except for the primary processing of raw materials produced in rural areas, for which there is no floor area per use limitation.

Policy 9.1.32. A lawfully established use that existed on or before February 2, 2003 not otherwise allowed in a Rural Industrial zone may continue to exist subject to the county's non-conforming use regulations.

Policy 9.1.33. A lawfully established use that existed on or before February 2, 2003 may be expanded to occupy a maximum of 10,000 square feet of floor area or an additional 25 percent of the floor area currently occupied by the existing use, whichever is greater.

Policy 9.1.34. Residential and industrial uses shall be served by DEQ approved on-site sewage disposal systems.

Policy 9.1.35. Residential and industrial uses shall be served by on-site wells or public water systems.

Policy 9.1.36. Community sewer systems shall not be allowed in Rural Industrial zones.

Policy 9.1.37. A 2009 exception (Ordinance 2009-007) included an irrevocably committed exception to Goal 3 and a reasons exception to Goal 14 to allow rural industrial use with a Limited Use Combining Zone for storage, crushing, processing, sale and distribution of minerals.

Policy 9.1.38. A 2010 exception (Ordinance 2010-030) took a reasons exception to Goal 14 with a Limited Use Combing Zone for storage, crushing, processing, sale and distribution of minerals.

Policy 9.1.39. Properties for which a property owner has demonstrated that Goals 3 and 4 do not apply may be considered for Rural Industrial designation as allowed by State Statute, Oregon Administrative rules and this Comprehensive Plan. Rural Industrial zoning shall be applied to a new property that is approved for the Rural Industrial Plan designation.

Rural Service Center Policies

Goal 9.2: Support the creation and continuation of rural service centers that support rural communities while not adversely affecting nearby agricultural and forest uses.

Policy 9.2.1. Rural Service Centers in Alfalfa, Brothers, Hampton, Wilstlestop, and Wildhunt are identified on the Comprehensive Plan Map and shall have zoning consistent with Comprehensive Plan designations.

Policy 9.2.2. In Alfalfa, the remaining 20 acres of the Rural Service Center will continue to be zoned Rural Service Center – Residential District, with a 5-acre minimum lot size. A zone change to mixed use commercial can be considered only for a specific use and upon findings that the existing commercial area is fully developed.

Policy 9.2.3. Ensure that land uses at Rural Service Centers do not adversely affect agricultural and forest uses in the surrounding areas.

Policy 9.2.4. Zoning in rural service areas shall promote the maintenance of the area's rural character. New commercial uses shall be limited to small-scale, low

impact uses that are intended to serve the community and surrounding rural area or the travel needs of people passing through the area. The commercial/mixed use zoning regulations shall allow a mixed use of residential or small-scale commercial uses such as health and retail services.

Policy 9.2.5. Residential and commercial uses shall be served by DEQ approved on-site sewage disposal systems.

Policy 9.2.6. Residential and commercial uses shall be served by onsite wells or public water systems.

Policy 9.2.7. Community water systems, motels, hotels and industrial uses shall not be allowed.

Policy 9.2.8. Recreational vehicle or trailer parks and other uses catering to travelers shall be permitted.

10

Housing

Opportunities, Challenges, and Considerations

Deschutes County faces a variety of housing demands, issues, and challenges. The County continues to be a desirable and attractive place to live, with access to jobs, recreation, beautiful natural landscapes, and a variety of other amenities. The County's population is projected to continue to grow in the coming decades. At the same time, there are several challenges to the development of housing in the County. Some of the key issues the County faces today include increased demand for rural housing; housing affordability; state planning requirements related to Urban Growth Boundaries, farm and forest land, destination resorts, and others; water availability; and issues related to homelessness.

Context

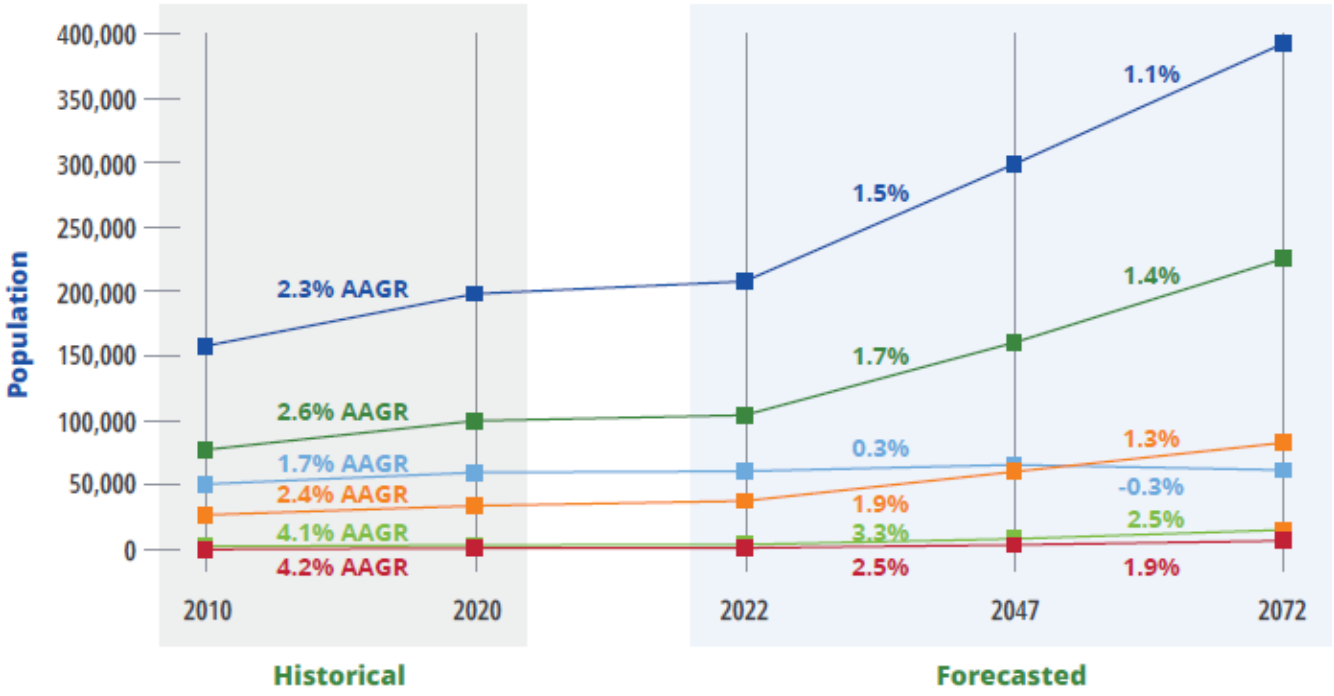
PROJECTED POPULATION GROWTH IN UNINCORPORATED DESCHUTES COUNTY

In 2024, Deschutes County continues to be one of the fastest growing counties in Oregon, and that trend is expected to continue. Significant growth is expected to occur in Deschutes County in the coming years (over 90,000 new residents in the next 25 years). However, the majority of this growth is forecasted to happen in urban areas with a more modest amount occurring in unincorporated parts of the County (about 5,000 additional people during the same period). *(Source: Portland State University Population Research Center)*

INCREASED DEMAND FOR RURAL HOUSING

Between 2010 and 2022, Deschutes County processed seven applications to rezone approximately 1,200 acres of property from a non-residential zone to a residential zone, with several more applications recently submitted and under review. Most of these applicants requested rezonings of farmland due to poor

Historical and Forecasted Population and Average Annual Growth Rate in Deschutes County and its Sub-Areas



soil quality for farming. This trend is likely to continue.

HOUSING AFFORDABILITY

The median value of owner-occupied housing units in Deschutes County (including cities), is significantly higher than that of the State of Oregon ($435,600 compared to $362,200 according to 2017-2021 Census figures), and consistently increasing. In July 2023, Becon Appraisal Group reported an all-time high median home value for Bend area homes, in the amount of $785,000. The same report estimated a median home price as $694,000 for Sisters area homes, $473,000 for Redmond area homes, and $401,000 for La Pine area homes. Given that median income is generally on par with the state as a whole, high housing prices are likely an indicator of an inadequate supply of housing affordable to many residents of the Deschutes County, particularly those with low to moderate incomes.

STATE PLANNING REQUIREMENTS

Although Deschutes County has numerous prospects to expand residential development, some of these opportunities face challenges with respect to state rules and regulations. The Oregon land use system is designed to concentrate most growth within Urban Growth Boundaries. A variety of statewide planning goals, laws, and administrative rules designed to protect farm and forest land, regulate destination resorts, and ensure cost-effective provision of infrastructure limit where and how housing can be built outside of urban areas.

WATER AVAILABILITY AND CONSUMPTION

A growing demand for water for residential, business, recreation, and agricultural uses; changes in water table depth; allocation of water rights; and potential future changes in water supply related to climate change all may impact the availability of water to support new housing. Water resources are discussed in Chapter 5 in more detail.

Vacant Lots in Resort Areas

Resort Area	Number of Vacant Lots
Destination Resorts	
Caldera Springs	101
Eagle Crest	139
Pronghorn	285
Tetherow	200
Resort Communities	
Black Butte	27
In of the 7th Mountain/Widgi Creek	12
Urban Unincorporated Area	
Sunriver	118
Total Vacancies, Resort Areas	887

Vacant Lots in Rural Residential Areas

Rural Residential Areas	Number of Vacant Lots
Rural Residential Zones	
Rural Residential	2,139
Multiple Use Agriculture	518
Suburban Low Density Rural Residential	32
Urban Area Reserve	292
Rural Communities	
Tumalo (TUR/TUR5)	32
Terrebonne (TER/TER5)	134
Total Vacancies, Rural Residential Areas	3,447

Future Opportunities for Rural Residential Lots

Rural Residential Areas	Count
Thornburgh Destination Resort	950
Caldera Springs Destination Resort Phase 2	340
West Side Transect	187
Tumalo Irrigation District Rezoned Parcel	72
Gopher Gulch (North of Bend)	10
Total Vacancies, Rural Residential Areas	1,559

HOMELESSNESS

The incidence and impacts of homelessness have been rising in Deschutes County, as well as across the state and nation in recent years. A variety of factors have contributed to this trend, including rising housing costs, increasing income disparities, and limited transitional housing and supportive resources. As a result, impacts on both urban areas and natural resources have increased, with elevated levels of community concern and support for more action by the County and its partners to address these issues.

BALANCING DEVELOPMENT OPPORTUNITIES WITH VISITOR ACCOMMODATIONS

Although population growth in unincorporated Deschutes County is forecasted to be relatively limited, rural parts of the County, including several destination resorts, include significant capacity for new residential development. Community members have expressed concern regarding the use of these homes as primary residences, second homes, or vacation rentals.

RECENT CHANGES IN COUNTY HOUSING RULES

The County has recently adopted and/or is currently considering new rules related to development and regulation of different types of housing. These include:

- Changes to where accessory dwelling units are allowed.
- Repeal of the County's "Conventional Housing Combining Zone" which prohibited manufactured homes in three large unincorporated areas east and west of Tumalo and east of Bend.

What type of housing is allowed in unincorporated Deschutes County?

Residential development in Deschutes County is less dense than the Cities of Bend, La Pine, Redmond and Sisters due to state land use rules. Single family homes are most common type of housing throughout the county in all zones. Recreational vehicles are allowed to be placed on property as rental dwellings or for temporary living situations such as a hardship dwellings for family members. Accessory Dwelling Units or ADUs, also known as "granny flats" or "carriage houses" are smaller secondary residences on a property. In 2021, the Oregon legislature passed Senate Bill 391 which allows for rural ADUs with certain parameters, and Deschutes County is currently in the process of implementing this legislation.

Key Community Considerations

Given the range of issues and conditions discussed related to this important topic, the Comprehensive Plan includes a variety of policies to guide future development of housing and address impacts to residents in rural areas. Additional related policies are found in Chapter 2 (Land Use) and Chapter 13 (Transportation). These strategies are underpinned by community sentiment, as described below.

- Some community members expressed support for allowing or encouraging growth in rural areas, particularly to alleviate housing pressure and provide larger-lot options. However, engagement showed greater opposition to residential development outside of Urban Growth Boundaries.
- Overall support for allowing a wider range of types of housing (e.g., accessory dwelling units, manufactured homes, recreational vehicles, etc.), but concerns about the quality of this housing and additional rural residential development in general.
- Concern about homelessness and its impacts, coupled with strong support for a proactive approach by the County to work with partner agencies and groups to address this issue.
- Relatively strong opposition for rezoning low productivity farmland with poor soil to allow greater opportunities for housing, due to negative impact on open space, habitat, transportation, and active farm practices.

Goals and Policies

Goal 10.1: Support housing opportunities and choices for rural County residents in unincorporated Deschutes County, while meeting health and safety concerns, minimizing environmental and resource land impacts.

Policy 10.1.1. Except for parcels in the Westside Transect Zone, the minimum lot or parcel size for new rural residential parcels shall be 10 acres.

Policy 10.1.2. Notwithstanding Policy 10.1.1, for cluster or planned unit development on property in a rural residential area as of October 4, 2000, the minimum lot or parcel size for new residential parcels shall be no less than 2 acres, with the option of having average densities of less than 10 acres when factoring the open space tract, in compliance with OAR 660-004-0040(4)(b), (6)(a), and (8).

Policy 10.1.3. Notwithstanding Policy 10.1.1, for cluster or planned unit development on property not in a rural residential area in effect as of October 4, 2000, and limited to properties that have received a Goal 3 exception, Goal 4 exception, or a nonresource land designation per OAR 660-004-005(3), the minimum lot or parcel size for new residential parcels shall be no less than 2 acres with average densities of no less than 10 acres when factoring the open space tract, subject to OAR 660-004-0040(8) and OAR 660-004-0040(3)(c)(F).

Policy 10.1.4. Incorporate annual farm and forest housing reports into a wider system for tracking the cumulative impacts of rural housing development.

Policy 10.1.5. Continue to update the County zoning ordinance and work with partnering organizations to address health and safety issues associated with housing.

Policy 10.1.6. Encourage and/or require, where consistent with County policies and requirements, new subdivisions to incorporate alternative development patterns, such as cluster development, that mitigate community and environmental impacts.

Policy 10.1.7. Implement legislation allowing accessory dwelling units in rural areas to expand housing choices.

Policy 10.1.8. Create and encourage opportunities for flexibility in rural housing including development of manufactured home parks, safe parking sites, and RV parking areas.

Policy 10.1.9. Reduce barriers to housing development and supporting services (such as locally serving medical offices or similar uses) in unincorporated communities.

Policy 10.1.10. Explore grants and funding opportunities for ongoing maintenance and rehabilitation of existing housing stock.

Policy 10.1.11. Evaluate the impacts of short-term rentals and consider regulations to mitigate impacts, as appropriate.

Goal 10.2: Support agencies and non-profits that provide affordable housing.

Policy 10.2.1. Support Central Oregon Regional Housing Authority and other stakeholders to meet the housing needs of all Deschutes County residents by assisting, as needed, in coordinating and implementing housing assistance programs.

Policy 10.2.2. Utilize block grants and other funding to assist in providing and maintaining low- and moderate-income housing in partnership with Housing Works and other housing agencies and providers in Deschutes County.

Goal 10.3: Regulate the location and density of housing in the area located between the Bend UGB and Shevlin Park through Westside Transect policies

Policy 10.3.1. Protect the sensitive eco-systems and interrelationships of the urban/rural interface on the west side of Bend between the urban area and Shevlin Park and the public and forestlands to the west.

Policy 10.3.2. Protect natural resources and environmentally sensitive areas and provide special setbacks between development and Shevlin Park, Tumalo Creek, and forestland.

Policy 10.3.3. Development patterns shall reflect the protection of land with environmental significance and fire-wise and other fire prevention community design best practices.

Policy 10.3.4. Limit residential development to 200 single-family residential lots.

Policy 10.3.5. Manage all areas outside of the structural building envelopes on residential lots for wildfire mitigation and wildlife habitat in accordance with coordinated plans prepared by professionals, reviewed annually with reports submitted to the County every three years. The wildfire mitigation and wildlife habitat plans shall be funded through homeowner assessments and administered and enforced by a homeowners association established at the time of creation of any residential lots.

Policy 10.3.6. Reduce the impact of construction by using best management practices to minimize site disturbance during construction and construction impacts (i.e., erosion) on Shevlin Park, Tumalo Creek, and forestlands.

Policy 10.3.7. Coordinate with the City of Bend for mitigation of impacts to City infrastructure from development within the Transect.

Goal 10.4: Participate in regional efforts to plan for housing.

Policy 10.4.1. Collaborate with cities and private sector partners on innovative housing developments to meet the region's housing needs.

Policy 10.4.2. Partner with cities to incentivize development within urban growth boundaries and reduce infrastructure costs for workforce and affordable housing.

Policy 10.4.3. Partner with local, state, and federal agencies to address and limit nuisance and public health issues related to homelessness.

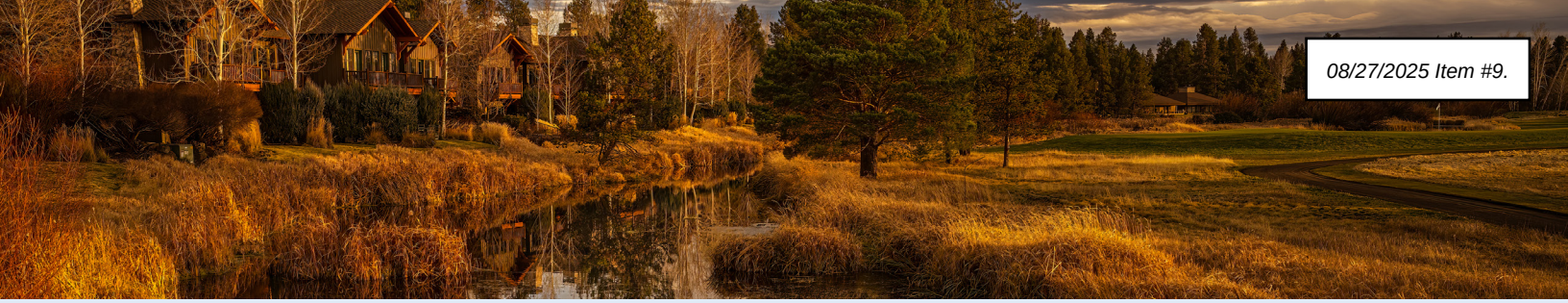
Policy 10.4.4. Utilize County owned land in city limits for affordable and workforce housing, where appropriate.

Policy 10.4.5. Promote regional housing planning, including urban reserve planning for cities, to allow for longer term and multi-jurisdictional housing strategies.

Policy 10.4.6. Limit parcelization and development adjacent to cities or in conflict with planned and/or known road/utility corridors to preserve land for future urban development.

11

Unincorporated Communities and Destination Resorts



Opportunities, Challenges, and Considerations

Deschutes County is home to numerous unincorporated communities, which contain urban levels of development outside of city limits. Many of these communities provide services and amenities to rural residents. As the county continues to grow, many residents are concerned about increasingly dense development in these unincorporated areas which may feel out of scale with the surrounding rural uses. However, many residents also see the need for more opportunities for small-scale rural services and retail opportunities to serve existing and future community members. Deschutes County will need to continue to refine the vision and guidelines for development in these areas while balancing infrastructure needs, protection of natural resources and rural land uses, and community desires.

In addition to these unincorporated communities, Resort Communities and Destination Resorts are another form of development outside of urban areas. Historically, resort-type development served as a stabilizing force in Central Oregon's economy and drew in new residents and businesses. In recent years, development of destination resorts has become increasingly contentious, with litigation and extensive public participation in land use hearings. Many residents see value in the amenities and economic value associated with destination resorts, although have concerns regarding their natural resource impacts.

Context

Unincorporated Communities

Deschutes County's unincorporated communities generally pre-date Oregon's statewide land use system and have more urban-scale uses in outer-lying rural areas, within a defined geographic boundary.

In 1994, Oregon Administrative Rules (OARs) were amended to define unincorporated communities and the types of uses that could be allowed in these areas. The OARs established four types of unincorporated communities, all of which were required to be in existence at the time of the change - the Rule did not allow for new rural communities to be established. These community types are described below.

URBAN UNINCORPORATED COMMUNITY

This is a community which contains at least 150 permanent dwelling units, a mixture of land uses, and contains a community water and sewer system. Sunriver is an Urban Unincorporated community.

RURAL COMMUNITY

This is a community which consists of permanent residential dwellings and at least two other types of land uses – such as commercial, industrial, or public uses provided to the community or travelers. Terrebonne and Tumalo are Rural Communities and were platted prior to the

establishment of the County's subdivision ordinance.

RESORT COMMUNITY

This type of community was established for a recreation-related use on private land prior to 1989 when the state adopted its Destination Resort rules. Black Butte Ranch and Inn of the 7th Mountain/Widgi Creek are Resort Communities. It's important to note that there are several other resort style developments in the County on private lands called "Destination Resorts." See the next section for more information.

RURAL SERVICE CENTER DESIGNATION

This is an unincorporated community that has primarily commercial or industrial uses that provide goods and services to the surrounding rural area and travelers. These are the most common type of unincorporated community in Deschutes County and include Alfalfa, Brothers, Hampton, Millican, Whistlestop, and Wildhunt are limited in scale, often with only one or several parcels in the designation.

Destination Resorts

Destination resorts have been a key economic development strategy for Deschutes County. Many community members and visitors enjoy the recreational amenities and accommodations that Destination Resorts provide.

Since 1979 destination resorts have increased in importance to the economy of Deschutes County. Sunriver and Black Butte Ranch, as two of the county's original resorts, garnered a national reputation for their recreation facilities and visitor accommodations, serving as touchstones for Deschutes County's tourism industry. In 1989, recognizing the importance of tourism to the economy of the State of Oregon, the state legislature and the Land Conservation and Development Commission (LCDC) took steps to make it easier to establish destination resorts on rural lands in the state. Statewide Planning Goal 8, the recreation goal, was amended to specify a process for locating destination resorts on rural land without taking an exception to Goals 3, 4, 11 and 14, which govern development in rural resource lands. Under these changes, destination resorts may be sited in EFU zones where they weren't previously allowed. In 1990, LCDC amended the rule for siting destination resorts on forest lands as well.

Eagle Crest Resort, although it had existed prior to these changes, applied for legislative changes to comply with these new rules and expand onto adjacent lands.

In 2010, Deschutes County completed an amendment to its destination resort mapping process, adding "clear and objective" requirements for eligible and ineligible sites, and the process for amending the destination resort map based on changes in state law. Since that

time, Pronghorn, Caldera Springs, and Tetherow resorts have gone through the siting process. Resorts existing prior to the legislative change, such as Black Butte, Sunriver, and the Inn of the Seventh Mountain have also expanded and been rezoned to Urban Unincorporated Community and Resort Community, respectively. Thornburgh Resort has received preliminary approvals, beginning in 2006.

Key Community Considerations

Unincorporated Communities are limited in their development potential due to their specific geographic footprint. Protecting open space and natural resources while providing economic opportunities in these unincorporated areas continues to be a balancing act.

As additional rural development occurs, so does the demand for services and goods that can be reached without having to drive to an incorporated city. Aging residents have expressed a desire for additional medical care and offices in rural areas to support aging in place. On the other hand, many residents would prefer limiting development in unincorporated communities in order to preserve the rural character of the area.

Destination Resort development continues to be a contentious issue. Community members have expressed concern regarding the water use of large-scale development – specifically the effects to groundwater for neighboring property owners. Other community members express support for the economic and amenity benefits of destination resorts, noting that the current requirements sufficiently address natural resource concerns. Additional community conversations will be valuable to understand the diversity of perspectives on this topic.

Goals and Policies

Goal: To provide guidance for development of unincorporated communities and destination resorts.

Resort Community Policies

General Resort Community Policies

Policy 11.1.1. Land use regulations shall conform to the requirements of OAR 660 Division 22 or any successor.

Policy 11.1.2. Designated open space and common area, unless otherwise zoned for development, shall remain undeveloped except for community amenities such as bike and pedestrian paths, park and picnic areas. Areas developed as golf courses shall remain available for that purpose or for open space/ recreation uses.

Policy 11.1.3. The provisions of the Landscape Management Overlay Zone shall apply in Resort Communities where the zone exists along Century Drive, Highway 26 and the Deschutes River.

Policy 11.1.4. Residential minimum lot sizes and densities shall be determined by the capacity of the water and sewer facilities to accommodate existing and future development and growth.

Policy 11.1.5. The resort facility and resort recreation uses permitted in the zoning for Black Butte Ranch and the Inn of the Seventh Mountain/Widgi Creek shall serve the resort community.

Black Butte Ranch General Policies

Policy 11.2.1. County comprehensive plan policies and land use regulations shall ensure that new uses authorized within the Black Butte Ranch Resort Community do not adversely affect forest uses in the surrounding Forest Use Zones.

Policy 11.2.2. The County supports the design review standards administered by the Black Butte Ranch Architectural Review Committee.

Policy 11.2.3. Residential, resort and utility uses shall continue to be developed in accordance with the Master Design for Black Butte Ranch and the respective Section Declarations.

Policy 11.2.4. Industrial activities, including surface mining, shall only occur in the area zoned Black Butte Ranch Surface Mining, Limited Use Combining District (Black Butte Ranch SM/LU) located in the northwest corner of Black Butte Ranch.

Policy 11.2.5. Employee housing shall be located in the area zoned Black Butte Ranch-Utility/Limited Use Combining District (Black Butte Ranch-U/LU).

Policy 11.2.6. Any amendment to the allowable use(s) in either the Resort Community District or the Limited Use Combining District shall require an exception in accordance with applicable statewide planning goal(s), OAR 660-04-018/022 and DCC 18.112 or any successor.

Policy 11.2.7. The westerly 38-acres zoned Black Butte Ranch Surface Mining, Limited Use Combining District (Black Butte Ranch SM/LU) shall be used for the mining and storage of aggregate resources. Uses that do not prevent the future mining of these resources, such as disposal of reclaimed effluent and woody debris disposal from thinning and other forest practices may be allowed concurrently. Other resort maintenance, operational and utility uses, such as a solid waste transfer station, maintenance facility or equipment storage may be allowed only after mining and reclamation have occurred.

Policy 11.2.8. The 18.5 acres zoned Black Butte Ranch-Utility/Limited Use Combining District (Black Butte Ranch-U/LU) may be used for the disposal of reclaimed sludge.

Policy 11.2.9. The area west of McCallister Road and east of the area zoned Black Butte Ranch may be used for large equipment storage, general storage, maintenance uses, RV storage, telephone communications, administration offices, housekeeping facilities and employee housing.

Policy 11.2.10. Employee housing shall be set back at least 250 feet from the eastern boundary of the area zoned Black Butte Ranch Surface Mining, Limited Use Combining District (Black Butte Ranch SM/LU).

Policy 11.2.11. Surface mining within the Black Butte Ranch community boundary shall adhere to the following Goal 5 ESEE "Program to Meet Goal" requirements:

a. Only the western most 38 acres of the site shall continue to be mined.

b. Setbacks shall be required for potential conflicting residential and other development. A minimum 50-foot setback shall be maintained from the perimeter of tax lot 202 for all surface mining activity.

c. Noise impact shall be mitigated by buffering and screening.

d. Hours of operation shall be limited to between 7:00 a.m. and 6:00 p.m. weekdays. No operations shall be allowed on weekends and holidays.

e. Processing shall be limited to 45 days in any one year, to be negotiated with Deschutes County in the site plan process in consultation with the Oregon Department of Fish and Wildlife (ODFW).

f. The conditions set forth in the August 10, 1989, letter of ODFW shall be adhered to.

g. Extraction at the site shall be limited to five acres at a time with on-going incremental reclamation (subject to DOGAMI review and approval).

h. Mining operations, siting of equipment, and trucking of product shall be conducted in such a manner that applicable DEQ standards are met and minimizes noise and dust.

i. DOGAMI requirements for a permit once mining affects more than five acres outside the 8.6-acre exemption area shall be met.

j. A conditional use permit shall be obtained from Deschutes County, under the provisions of section 18.128.280. Surface mining of resources exclusively for on-site personal, farm or forest use or maintenance of irrigation canals, before mining activity affects more than five acres outside the 8.6-acre exempt area.

Black Butte Ranch Public Facility Policies

Policy 11.3.1. Police protection services shall be provided by the Black Butte Ranch Police Services District.

Policy 11.3.2. The Black Butte Ranch Water Distribution Company and the Black Butte Ranch Corporation shall confirm the water and sewer service, respectively, can be provided for new uses or expansion of existing uses that require land use approval.

Policy 11.3.3. The Black Butte Ranch Water Distribution Company shall provide water service for the Black Butte Ranch Resort Community.

Policy 11.3.4. The Black Butte Ranch Corporation shall provide sewer service for Black Butte Ranch.

Policy 11.3.5. The Black Butte Ranch Fire Protection District shall provide fire protection services for Black Butte Ranch.

Policy 11.3.6. The roads and the bicycle/pedestrian path system within the Black Butte Ranch Resort Community boundary shall be maintained by the Black Butte Ranch Owners Association.

Inn of the 7th Mountain Widgi Creek General Policies

Policy 11.4.1. Any amendment to the allowable uses in either the Resort Community District or the Widgi Creek Residential District shall require an exception in accordance with applicable statewide planning goal(s), OAR 660-04-018/022 or any successor, and DCC 18.112 or any successor.

Policy 11.4.2. The County shall encourage and support land exchanges efforts by and between private property owners, public agencies, and public trusts for the purpose

of fostering public access to and protection of natural resources, such as rivers, streams, caves, areas/features of historical importance and other natural features.

Inn of the 7th Mountain/Widgi Creek Public Facility Policies

Policy 11.5.1. Police protection services shall be provided under contract with the Deschutes County Sheriff.

Policy 11.5.2. Water service shall be supplied by on-site wells for the Inn/Widgi Resort Community.

Policy 11.5.3. New uses or expansion of existing uses that require land use approval shall be approved only upon confirmation from the City of Bend that sewer service can be provided.

Policy 11.5.4. Fire protection services for the Inn/Widgi shall be provided through a contract with the City of Bend until such time as Inn/Widgi develops another plan to provide adequate fire protection.

Policy 11.5.5. The Resort Community, not Deschutes County, shall maintain roads in the community.

Policy 11.5.6. The bicycle/pedestrian path system shall be maintained by the Inn/Widgi Owners Association.

Policy 11.5.7. Emergency access between Widgi Creek and the Inn of the Seventh Mountain shall be provided in accordance with the approved development plan for the Elkai Woods town homes. The respective resort property owners shall maintain emergency access between the Inn and Widgi Creek

Destination Resorts Policies

Goal 11.6: Provide for development of destination resorts in the County in a manner that will be compatible with farm and forest uses, existing rural development, and in a manner that will maintain important natural features including habitat of threatened or endangered species, streams, rivers, and significant wetlands.

Policy 11.6.1. Provide a process for the siting of destination resorts facilities that enhance and diversify the recreational opportunities and economy of Deschutes County, on lands that have been mapped by Deschutes County as eligible for this purpose.

Goal 11.7: Provide for development of destination resorts consistent with Statewide Planning Goal 12 in a manner that will ensure the resorts are supported by adequate transportation facilities.

Policy 11.7.1. Destination resorts shall only be allowed within areas shown on the "Deschutes County Destination Resort Map" and when the resort complies with the requirements of Goal 8, ORS 197.435 to 197.467, and Deschutes County Code 18.113.

Policy 11.7.2. Ensure protection of water quality, recreational resources, and other County resources and values.

Policy 11.7.3. Ensure that destination resort developments support and implement strategies to provide workers with affordable housing options within or in close proximity to the resorts.

Policy 11.7.4. Mapping for destination resort siting.

a. To assure that resort development does not conflict with the objectives of other Statewide Planning Goals, destination resorts shall pursuant to Goal 8 not be sited in Deschutes County in the following areas:

1) Within 24 air miles of an urban growth boundary with an existing population of 100,000 or more unless residential uses are limited to those necessary for the staff and management of the resort;

2) On a site with 50 or more contiguous acres of unique or prime farm land identified and mapped by the Soil Conservation Service or within three miles of farm land within a High-Value Crop Area;

3) On predominantly Cubic Foot Site Class 1 or 2 forest lands which are not subject to an approved Goal exception;

4) On areas protected as Goal 5 resources in an acknowledged comprehensive plan where all conflicting uses have been prohibited to protect the Goal 5 resource;

5) Especially sensitive big game habitat, and as listed below, as generally mapped by the Oregon Department of Fish and Wildlife in July 1984 an as further refined through development of comprehensive plan provisions implementing this requirement.

i. Tumalo deer winter range;

ii. Portion of the Metolius deer winter range;

iii. Antelope winter range east of Bend near Horse Ridge and Millican;

6) Sites less than 160 acres.

b. To assure that resort development does not conflict with Oregon Revised Statute, destination resorts shall not be sited in Deschutes County in Areas of Critical State Concern.

c. To assure that resort development does not conflict with the objectives of Deschutes County, destination resorts shall also not be located in the following areas:

1) Sites listed below that are inventoried Goal 5 resources, shown on the Wildlife Combining Zone, that the County has chosen to protect:

i. Antelope Range near Horse Ridge and Millican;

ii. Elk Habitat Area; and

iii. Deer Winter Range;

2) Wildlife Priority Area, identified on the 1999 ODFW map submitted to the South County Regional Problem Solving Group;

3) Lands zoned Open Space and Conservation (OS&C);

4) Lands zoned Forest Use 1 (F-1);

5) Irrigated lands zoned Exclusive Farm Use (EFU) having 40 or greater contiguous acres in irrigation;

6) 6. Non-contiguous EFU acres in the same ownership having 60 or greater irrigated acres;

7) Farm or forest land within one mile outside of urban growth boundaries;

8) Lands designated Urban Reserve Area under ORS 195.145;

9) Platted subdivisions;

d. For those lands not located in any of the areas designated in Policy 3.9.5(a) though (c), destination resorts may, pursuant to Goal 8, Oregon Revised Statute and Deschutes County zoning code, be sited in the following areas:

   1) Forest Use 2 (F-2), Multiple Use Agriculture (MUA-10), and Rural Residential (RR-10) zones;

   2) Unirrigated Exclusive Farm Use (EFU) land;

   3) Irrigated lands zoned EFU having less than 40 contiguous acres in irrigation;

   4) Non-contiguous irrigated EFU acres in the same ownership having less than 60 irrigated acres;

   5) All property within a subdivision for which cluster development approval was obtained prior to 1990, for which the original cluster development approval designated at least 50 percent of the development as open space and which was within the destination resort zone prior to the effective date of Ordinance 2010-024 shall remain on the eligibility map;

   6) Minimum site of 160 contiguous acres or greater under one or multiple ownerships;

e. The County adopted a map in 2010 showing where destination resorts can be located in the County. The map is part of the Comprehensive Plan and Zoning Ordinance and shall be the basis for the overlay zone designated Destination Resort (DR).

Policy 11.7.5. Ordinance Provisions

a. The County shall ensure that destination resorts are compatible with the site and adjacent land uses through enactment of land use regulations that, at a minimum, provide for the following:

   1) Maintenance of important natural features, including habitat of threatened or endangered species, streams, rivers, and significant wetlands; maintenance of riparian vegetation within 100 feet of streams, rivers and significant wetlands; and

   2) Location and design of improvements and activities in a manner that will avoid or minimize adverse effects of the resort on uses on surrounding lands, particularly effects on intensive farming operations in the area and on the rural transportation system. In order to adequately assess the effect on the transportation system, notice and the opportunity for comment shall be provided to the relevant road authority.

   3) Such regulations may allow for alterations to important natural features, including placement of structures, provided that the overall values of the feature are maintained.

b. Minimum measures to assure that design and placement of improvements and activities will avoid or minimize the adverse effects noted in Policy 3.9.4(a) shall include:

   1) The establishment and maintenance of buffers between the resort and adjacent land uses, including natural vegetation and where appropriate, fenced, berms, landscaped areas, and other similar types of buffers.

2) Setbacks of structures and other improvements from adjacent land uses.

c. The County may adopt additional land use restrictions to ensure that proposed destination resorts are compatible with the environmental capabilities of the site and surrounding land uses.

d. Uses in destination resorts shall be limited to visitor- oriented accommodations, overnight lodgings, developed recreational facilities, commercial uses limited to types and levels necessary to meet the needs of visitors to the resort, and uses consistent with preservation and maintenance of open space.

e. The zoning ordinance shall include measures that assure that developed recreational facilities, visitor-oriented accommodations and key facilities intended to serve the entire development are physically provided or are guaranteed through surety bonding or substantially equivalent financial assurances prior to closure of sale of individual lots or units. In phased developments, developed recreational facilities and other key facilitated intended to serve a particular phase shall be constructed prior to sales in that phase or guaranteed through surety bonding.

SUNRIVER POLICIES

General Sunriver Policies

Policy 11.8.1. Land use regulations shall conform to the requirements of OAR 660 Division 22 or any successor.

Policy 11.8.2. County comprehensive plan policies and land use regulations shall ensure that new uses authorized within the Sunriver Urban Unincorporated Community do not adversely affect forest uses in the surrounding Forest Use Zones.

Policy 11.8.3. To protect scenic views and riparian habitat within the community, appropriate setbacks shall be required for all structures built on properties with frontage along the Deschutes River.

Policy 11.8.4. Open space and common area, unless otherwise zoned for development, shall remain undeveloped except for community amenities such as bike and pedestrian paths, and parks and picnic areas.

Policy 11.8.5. Public access to the Deschutes River shall be preserved.

Policy 11.8.6. The County supports the design review standards administered by the Sunriver Owners Association.

Sunriver Residential District Policies

Policy 11.9.1. Areas designated residential on the comprehensive plan map shall be developed with single family or multiple family residential housing.

Sunriver Commercial District Policies

Policy 11.10.1. Small-scale, low-impact commercial uses shall be developed in conformance with the requirements of OAR Chapter 660, Division 22. Larger, more intense commercial uses shall be permitted if they are intended to serve the community, the surrounding rural area and the travel needs of people passing through the area.

Policy 11.10.2. No additional land shall be designated Commercial until the next periodic review.

Policy 11.10.3. Multiple-family residences and residential units in commercial buildings shall be permitted in the commercial area for the purpose of providing housing which is adjacent to places of employment. Single-family residences shall not be permitted in commercial areas.

Policy 11.10.4. Approval standards for conditional uses in the commercial district shall take into consideration the impact of the proposed use on the nearby residential and commercial uses and the capacity of the transportation system and public facilities and services to serve the proposed use.

Sunriver Town Center District Policies

Policy 11.11.1. Small-scale, low-impact commercial uses shall be developed in conformance with the requirements of OAR Chapter 660, Division 22. Larger, more intense commercial uses shall be permitted if they are intended to serve the community, the surrounding rural area or the travel needs of people passing through the area.

Policy 11.11.2. Development standards in the town center district should encourage new development that is compatible with a town center style of development that serves as the commercial core of the Sunriver Urban Unincorporated Community. The following policies should guide development in the Town Center District in Sunriver:

a. Combine a mixture of land uses that may include retail, offices, commercial services, residential housing and civic uses to create economic and social vitality and encourage pedestrian use through mixed use and stand alone residential buildings.

b. Develop a commercial mixed-use area that is safe, comfortable and attractive to pedestrians.

c. Encourage efficient land use by facilitating compact, high-density development that minimizes the amount of land that is needed for development.

d. Provide both formal and informal community gathering places.

e. Provide visitor accommodations and tourism amenities appropriate to Sunriver.

f. Provide design flexibility to anticipate changes in the marketplace.

g. Provide access and public places that encourage pedestrian and bicycle travel.

h. Provide road and pedestrian connections to residential areas.

i. Facilitate development (land use mix, density and design) that supports public transit where applicable.

j. Develop a distinct character and quality design appropriate to Sunriver that will identify the Town Center as the centerpiece/focal point of the community.

Policy 11.11.3. Development within the Town Center (TC) District will be substantially more dense than development elsewhere in Sunriver. This increased density will require changes to existing topography and vegetation in the TC District to allow for screened, underground parking. The requirements of the County's site plan ordinance shall be interpreted to reflect this fact.

Sunriver Resort District Policies

Policy 11.12.1. Areas designated resort on the comprehensive plan map shall be designated resort, resort marina, resort golf course, resort equestrian or resort nature center district on the zoning map to reflect a development pattern which is consistent with resort uses and activities.

Sunriver Business Park District Policies

Policy 11.13.1. A variety of commercial uses which support the needs of the community and surrounding rural area, and not uses solely intended to attract resort visitors, should be encouraged.

Policy 11.13.2. Allow small-scale, low-impact commercial uses in conformance with the requirements of OAR Chapter 660, Division 22. Larger more intense commercial uses shall be permitted if they are intended to serve the community, the surrounding rural area and the travel needs of people passing through the area.

Policy 11.13.3. Small-scale, low-impact industrial uses should be allowed in conformance with the requirements of OAR Chapter 660, Division 22.

Sunriver Community District Policies

Policy 11.14.1. Areas designated community on the comprehensive plan map shall be designated community general, community recreation, community limited or community neighborhood district on the zoning map to reflect a development pattern which is consistent community uses and activities.

Policy 11.14.2.Policy 11.9.2. Lands designated community shall be developed with uses which support all facets of community needs, be they those of year-round residents or part-time residents and tourists.

Policy 11.14.3.Policy 11.9.3. Development shall take into consideration the unique physical features of the community and be sensitive to the residential development within which the community areas are interspersed.

Sunriver Airport District Policies

Policy 11.15.1. Future development shall not result in structures or uses which, due to extreme height or attraction of birds, would pose a hazard to the operation of aircraft.

Policy 11.15.2. Future development should not allow uses which would result in large concentrations or gatherings of people in a single location.

Sunriver Utility District Policies

Policy 11.15.3. Lands designated utility shall allow for development of administrative offices, substations, storage/repair yards, distribution lines and similar amenities for services such as water, sewer, telephone, cable television and wireless telecommunications.

Sunriver Forest District Policies

Policy 11.16.1. Uses and development on property designated forest that are within the Sunriver Urban Unincorporated Community boundary shall be consistent with uses and development of other lands outside of the community boundary which are also designated forest on the Deschutes County comprehensive plan map.

Policy 11.16.2. Forest district property shall be used primarily for effluent storage ponds, spray irrigation of effluent, biosolids application and ancillary facilities necessary to meet Oregon Department of Environmental Quality sewage disposal regulations.

Policy 11.16.3. The development of resort, residential or non-forest commercial activities on Forest district lands shall be prohibited unless an exception to Goal 14 is taken.

Sunriver General Public Facility Policies

Policy 11.17.1. Residential minimum lot sizes and densities shall be determined by the capacity of the water and sewer facilities to accommodate existing and future development and growth.

Policy 11.17.2. New uses or expansion of existing uses within the Sunriver Urban Unincorporated Community which require land use approval shall be approved only upon confirmation from the Sunriver Utility Company that water and sewer service for such uses can be provided.

Policy 11.17.3. Expansion of the Sunriver Water LLC/Environmental/LLC Water and Sewer District outside of the historic Sunriver boundaries shall adequately address the impacts to services provided to existing property owners.

Sunriver Water Facility Policies

Policy 11.18.1. Water service shall continue to be provided by the Sunriver Utilities Company.

Sunriver Sewer Facility Policies

Policy 11.19.1. Sewer service shall continue to be provided by the Sunriver Utilities Company.

Sunriver Transportation System Maintenance Policies

Policy 11.20.1. Privately-maintained roads within the Sunriver Urban Unincorporated Community boundary shall continue to be maintained by the Sunriver Owners Association.

Policy 11.20.2. The bicycle/pedestrian path system in Sunriver shall continue to be maintained by the Sunriver Owners Association or as otherwise provided by a maintenance agreement.

Policy 11.20.3. The County will encourage the future expansion of bicycle/pedestrian paths within the Sunriver Urban Unincorporated Community boundary in an effort to provide an alternative to vehicular travel.

Policy 11.20.4. All public roads maintained by the County shall continue to be maintained by the County. Improvements to County maintained public roads shall occur as described the County Transportation System Plan.

12

Public Facilities

Opportunities, Challenges, and Considerations

Public facilities and services provide the basic infrastructure for urban and rural development. These systems include water and sewer systems, police and fire protection, health and social services, schools, and libraries. The transportation system is also a public facility – the County has developed and maintains a Transportation System Plan that is included as Appendix B.

These public services are provided by a variety of entities, each with their own jurisdiction, funding sources, and regulatory requirements. Overall, the provision of facilities and services is more efficient and cost-effective in urban areas than in rural development, where ratepayers may be few and far between. In some areas of the County, particularly east County, available services are limited due to lower population density and distance from urban centers. Many of the people who choose to reside there consider the limited availability of services and facilities as an acceptable tradeoff for a rural lifestyle.

Statewide Planning Goal 11, Public Facilities and Services and the associated Oregon Administrative Rule 660-011 specify that facilities and services should be appropriate for, but limited to, the needs and requirements of rural areas to be served. Public facility plans are not required (with some exceptions); in fact, Goal 11 and the associated rule set limits to the provision of sewers and water systems in rural areas, in order to limit rural growth.

There are several important issues relating to the provision of public facilities and services that this Comprehensive Plan addresses, including:

- Meeting the needs of county residents while supporting the protection of resource lands;
- Maintaining health, safety, and security throughout the county; and
- Cooperation among the various providers of public services.

Context

Deschutes County plays a role in ensuring that public facilities and services are planned for, however the facilities and services are often not provided by county government directly. The discussion below highlights who provides the services listed and how the County will manage development impacts on existing facilities and services.

County Facilities and Services

LAW ENFORCEMENT

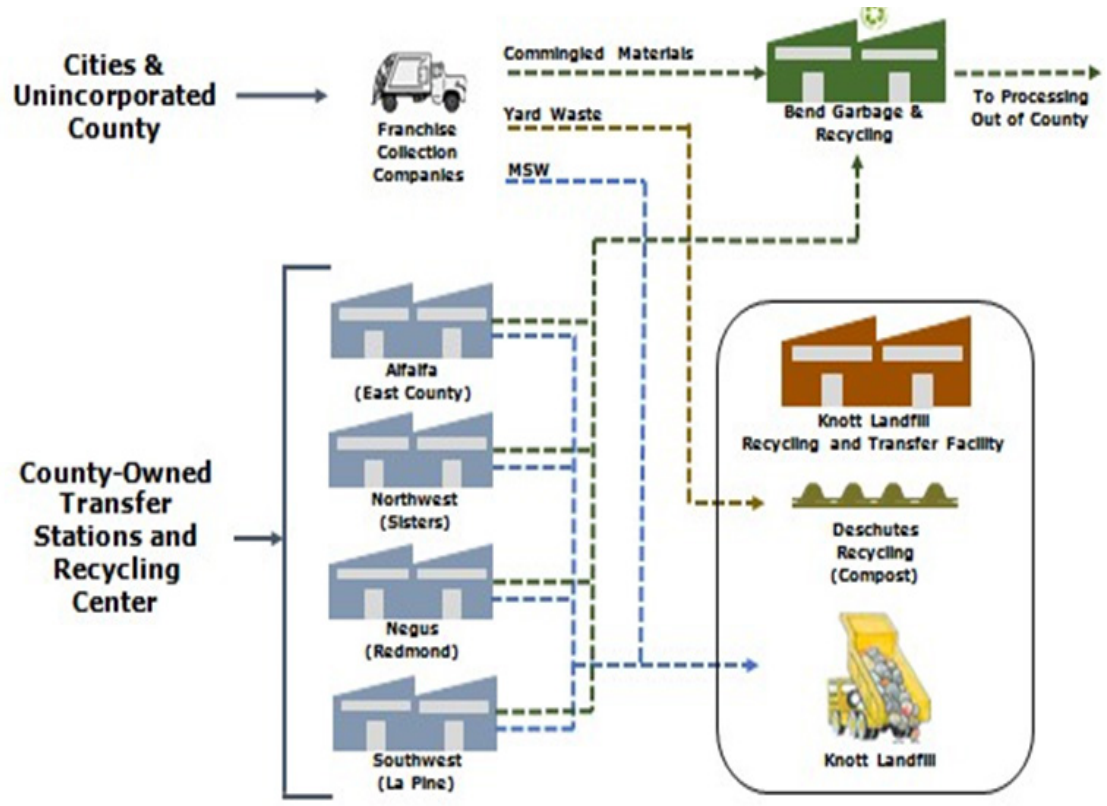
The Deschutes County Sheriff's Office is a full service organization providing patrol, traffic team, criminal investigations, corrections, civil and search and rescue. Special operations include a Marine Patrol, K-9 units, and Forest Patrol. The Sheriff is an elected public official who serves a four-year term. Housed within the Sheriff's office is the County's Emergency Management Unit, which coordinates the countywide response to natural hazards events.

SOLID WASTE

The County manages Knott Landfill Recycling and Transfer Station, which is the only landfill in Deschutes County. In addition to this, the department manages four additional transfer stations throughout the County which gather waste in convenient locations, before transferring to the Knott Landfill facility. Operations at the landfill include recycling, hazardous waste disposal, and composting. This landfill site is anticipated to remain open until 2029 at which time it is projected to reach maximum capacity.

The Deschutes County Solid Waste Department is currently undertaking a new landfill development process, which is anticipated to be completed in 2029. In the future, the County will likely need to site addition facilities to support composting, recycling, and waste stream diversion facilities.

Deschutes County Solid Waste System, Source: Solid Waste Management Plan, 2019



COUNTY HEALTH DEPARTMENT

Deschutes County Health Services has a primary responsibility to help address the basic health and wellness of Deschutes County residents. The department offers services at more than 40 locations in Deschutes County including public schools; health clinics in Bend, La Pine, Redmond and Sisters; five school-based health clinics; agencies such as the KIDS Center and the State of Oregon Department of Human Services; area hospitals; care facilities and homes.

FAIRGROUNDS

The County maintains the County Fairgrounds and Expo Center. With panoramic views of the snow-capped Cascade range, the Deschutes County Fair and Expo Center is situated on the outskirts of Redmond just off of Hwy 97 and adjacent to the Redmond Municipal Airport. Due to its central location, the fairgrounds also serves as an emergency center. The fairgrounds hosts the annual County Fair and numerous other events throughout the year.

Other Agency Facilities and Services

Where other agencies provide facilities and services, the County coordinates with numerous other providers of facilities and services for the benefit of County residents. Where there are gaps in the coverage for specific areas, the County can work with providers to fill them. A selection of other agencies and entities are noted below.

CENTRAL OREGON INTERGOVERNMENTAL COUNCIL (COIC)

COIC began serving the residents and communities of Central Oregon in 1972 as a Council of Governments organized under ORS 190 by Crook, Deschutes and Jefferson Counties and Bend, Culver, Madras, Metolius, Prineville, Redmond and Sisters. Following incorporation in 2007, the City of La Pine joined these efforts. COIC provides a wide variety of educational and economic development services such as workforce training, alternative high school education, business loans and public transportation. COIC continues to evolve to meet the needs of Central Oregon.

COIC is governed by a 15-member board made up of elected officials who are appointed by each of the member governments as well as appointed representatives of key economic sectors – business and industry, tourism and recreation, agribusiness and agriculture, timber and wood products, and the unemployed/ underemployed.

SCHOOL DISTRICTS

There are three school districts in Deschutes County:

- Bend-La Pine (SD 1),
- Redmond (SD 2J) and
- Sisters (SD 6).

Additionally, the Brothers Community School is owned and operated by Crook County School District (SD 15). The High Desert Education Service District (ESD) partners with the districts to provide support services such as special education, school improvement, administrative and legal services.

FIRE DISTRICTS

The following fire districts support rural residents: Bend Fire Department, Black Butte Ranch Rural Fire Protection District, Cloverdale Rural Fire Protection District, Crooked River Ranch Rural Fire Protection District, Deschutes County Rural Fire Protection District #1 and #2, La Pine Rural Fire Protection District, Sisters-Camp Sherman Rural Fire Protection District, and Sunriver Service District. Public lands are protected by federal agencies. There are some areas in Deschutes County that are not covered by a fire district. (See Chapter 7 for more on fire protection.)

IRRIGATION DISTRICTS

Irrigation districts in Oregon are organized as Special Districts under ORS Chapter 545. Six irrigation districts operate in Deschutes County: Arnold, Central Oregon, North Unit, Swalley, Tumalo, the Three Sisters Irrigation Districts. They are quasi-municipal corporations under Oregon Law, with prescribed rules for purpose, boards, elections, staffing, charges, etc. The districts operate as political subdivisions of the State of Oregon created for the purpose of delivering water to their patrons. In addition to irrigation uses, these districts also supply a number of other services, including delivery of water to municipal and industrial entities, and pond maintenance.

LIBRARIES

Deschutes Public Library has branches in Bend, Redmond, Sisters, La Pine, and Sunriver. They also operate a bookmobile program that focuses on children and parenting books and a program for supplying books to homebound residents.

HIGHER EDUCATION

Deschutes County is home to Oregon State University Cascades Campus (Bend) and Central Oregon Community College (Bend and Redmond). These campuses are expected to grow significantly in the future.

SOIL AND WATER CONSERVATION DISTRICT

Soil and Water Conservation Districts are authorized by the State of Oregon to provide for the conservation of its soil and water resources. Working in cooperation with stakeholders, the districts address issues such as control and prevention of soil erosion, conservation and development of water resources, water quality, and wildlife preservation. The Deschutes Soil and Water Conservation District is a legally defined subdivision of the state government, but, like all soil and conservation districts, functions as a local unity led by a locally elected board of directors who serve without pay.

PUBLIC WATER SYSTEMS

Public Water Systems are defined as those that have more than three connections, supply water at least 60 days/year and are used by at least 10 persons/day. All water systems are regulated under the federal 1974 Safe Drinking Water Act and 1981 Oregon Drinking Water Quality Act. Public Water Systems serving over 3,300 people are overseen by the Oregon Department of Human Services Drinking Water Program. The County acts as a contractor for the Department of Human Services to monitor approximately 180 Public Water Systems. Some privately owned systems are, for various reasons, regulated by the Public Utility Commission, which sets rates and rules for public utilities.

Privately Owned Facilities and Services

UTILITIES

Electric

Electricity is provided by Pacific Power around Bend and Redmond. Central Electric Cooperative and Midstate Electric provide service in the rest of the County. Phone service is provided by Qwest and numerous cell phone providers. Cable is provided by TDS and satellite providers. Internet access is provided by a variety of entities.

Hospitals

Cascade Healthcare Community manages two hospitals: St. Charles Bend and St. Charles Redmond. Additionally there are numerous health providers and clinics in the County.

Sewer Districts

Creating or expanding existing sewer systems outside an urban growth boundary or unincorporated community is governed by Statewide Goal 11 and OAR 660-011-0060. In order to protect rural areas from urban-style development, the rules regulate where and when rural sewers are appropriate. Some sewer districts, such as Oregon Water Wonderland Unit

2, have used the Statewide Goal 2 exception process to create or expand a sewer system.

INDIVIDUAL FACILITIES AND SERVICES

Private wells

Most rural properties are served by private wells that are approved and managed by the Oregon Water Resources Department. The County currently does not track the number of wells.

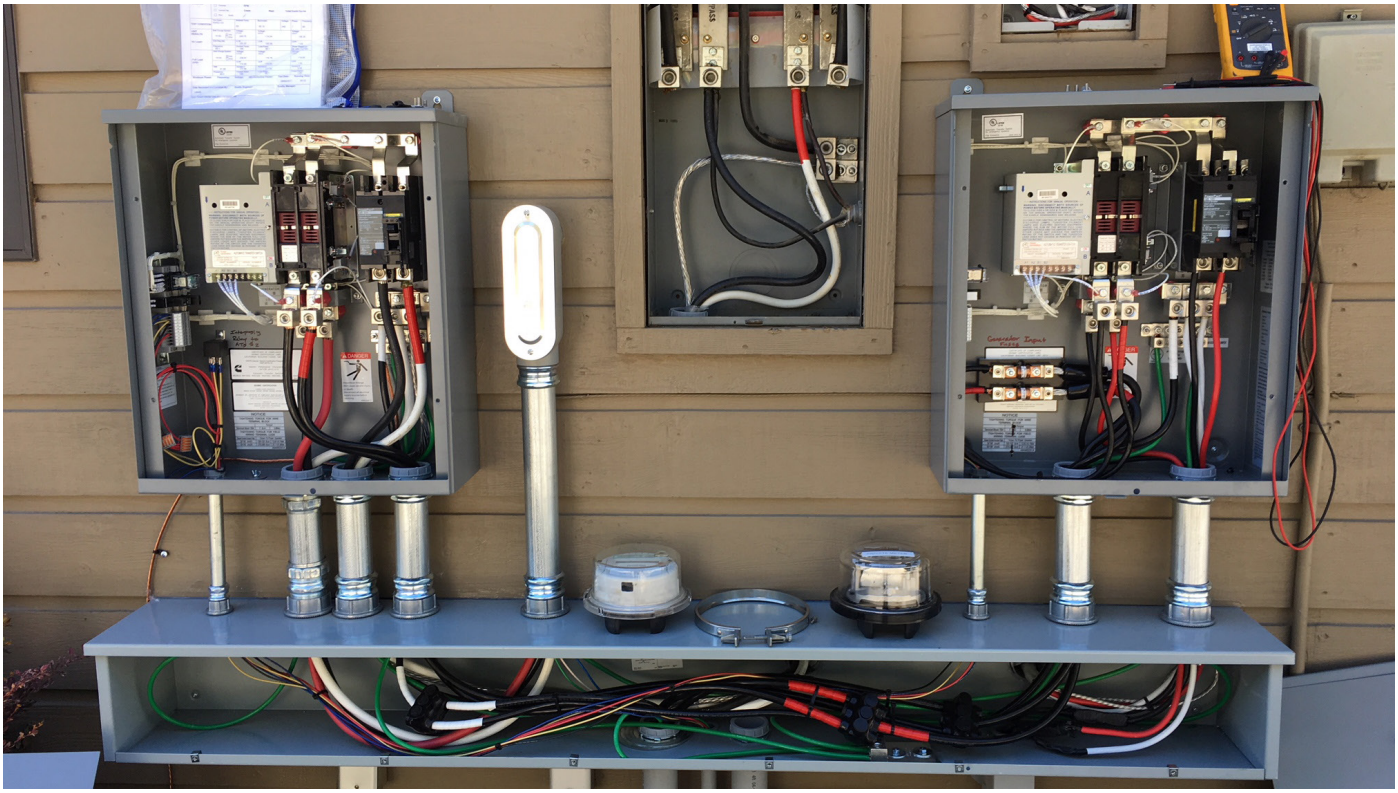
Individual septic systems

Most rural properties are served by septic systems that are approved by the Onsite Wastewater Division.

Key Community Considerations

The role that Deschutes County plays in the provision of public facilities and services was part of the community discussion during the update of this Comprehensive Plan. Highlights included:

- City governments currently own property outside of urban growth boundaries and within County jurisdiction. In some instances, these lands are used for water and wastewater treatment facilities. As the County continues to grow, additional facilities are likely to be needed, and coordination among jurisdictions regarding placement of these facilities will be key.
- Significant population growth will lead to an increase in solid waste, requiring at minimum the siting of a new landfill. Community members expressed a desire for consideration of livability among other factors when considering the placement of key public facilities.



Goals and Policies

Goal 12.1: Support the orderly, efficient, and cost-effective siting of rural public facilities and services.

Policy 12.1.1. Encourage and support the formation of special service districts to serve the need for public facilities in rural areas.

Policy 12.1.2. Encourage and support planning for and acquisition of sites needed for public facilities, such as transportation, water, and wastewater facilities.

Policy 12.1.3. Support the siting of community health clinics, hospitals, and private medical practices to serve rural residents throughout the County.

Policy 12.1.4. Continue to support the County Fairgrounds as a community gathering place, event facility and home to the annual County Fair.

Policy 12.1.5. Maintain the County Fairgrounds as an emergency readiness location and staging area in the event of a Cascadia Subduction Zone earthquake or other large disaster.

Policy 12.1.6. Prior to disposing of County-owned property, consider whether the land is appropriate for needed public projects such as schools, health clinics, fire stations, senior centers, or affordable housing.

Policy 12.1.7. Coordinate with rural service districts and providers to review development proposals.

Policy 12.1.8. Use the land use entitlement process to ensure new development addresses and mitigates impacts on existing and planned public facilities.

Policy 12.1.9. Support education districts, library districts and recreation districts in meeting community needs, such as meeting spaces.

Policy 12.1.10. Where practicable, locate utility lines and facilities within or adjacent to existing rights-of-way to avoid dividing farm or forest lands.

Policy 12.1.11. Use the development code to mitigate visual and other impacts of public facilities and cell towers.

Policy 12.1.12. Use the Comprehensive Plan and Development Code to guide rural development in a manner that supports the orderly and cost-efficient provision of public facilities and services.

Policy 12.1.13. Support siting and development of city owned water and wastewater facilities on rural lands, including innovative facilities that include additional community amenities.

Goal 12.2: Pursue sustainable, innovative, and cost-effective waste management practices.

Policy 12.2.1. Allow for siting of waste management facilities on rural lands, including but not limited to landfill facilities, transfer stations, organics management facilities, material recovery facilities, and recycling modernization facilities, in a manner that is sensitive to environmental and community concerns.

Policy 12.2.2. Provide incentives, education, and resources to promote reuse and recycling of construction waste.

Policy 12.2.3. Encourage waste reduction through community education and partnerships with community groups such as the Environmental Center

Policy 12.2.4. Support the creation of a landfill overlay zone.

Goal 12.3: Serve as a conduit for countywide resources.

Policy 12.3.1. Provide resources to connect community members with a variety of housing and health related issues in Deschutes County

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Transportation

The Deschutes County transportation system includes roadways, bicycle facilities, pedestrian facilities, and transit facilities, as well as rail, air, marine, and pipeline systems. In general, the County only owns, manages, and maintains facilities in the unincorporated portions of the County. Facilities within the Urban Growth Boundaries of the incorporated cities of Bend, Redmond, Sisters, and La Pine are managed and maintained by those cities. In addition, the Oregon Department of Transportation (ODOT) owns and maintains a number of state highways throughout the County.

Information about existing conditions, planned investments, and policies related to transportation are contained in the Deschutes County Transportation System Plan (TSP), which is adopted as Appendix B of this Comprehensive Plan.

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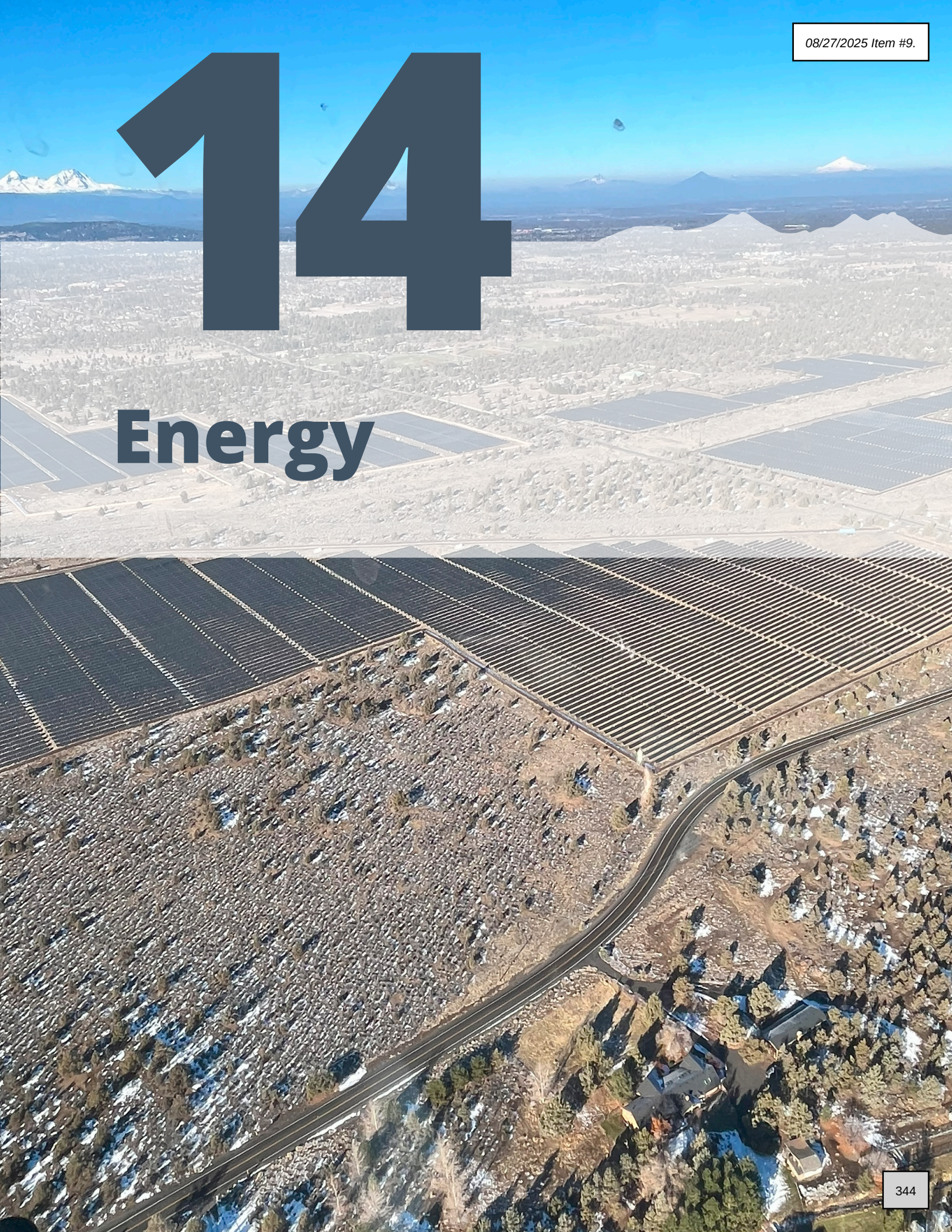
Energy



Opportunities, Challenges, and Considerations

The amount, source, and distribution of energy used in Deschutes County is a fundamental component of how we live our lives, and it is influenced by land use and other decisions made at the County level. The State of Oregon requires land uses to be managed with an eye to their energy impacts.

Statewide Planning Goal 13

Land and uses developed on the land shall be managed and controlled so as to maximize the conservation of all forms of energy, based upon sound economic principles.

In Deschutes County, the key energy issues include:

- Community design in more urban areas to limit the need for large vehicles (generally powered with fossil fuel) for everyday tasks.
- Generating, transporting, and storing energy locally from a variety of sources, and managing the impacts of these facilities.
- Conservation of energy through building design and orientation, the use of energy-efficient technologies, and incentives/ regulations/education to encourage others to do so.

Deschutes County coordinates with utility providers that serve the area, including:

- Central Electric Cooperative
- Midstate Electric Cooperative
- Pacific Power (PacifiCorps)
- Cascades Natural Gas

Context

The role of Deschutes County in planning for energy is addressed in more detail below.

SOLAR ORIENTATION

The solar orientation of structures can create significant energy savings and allows for photovoltaic energy generation. The County has long promoted energy conservation through a passive solar code that requires new structures to be sited so that they do not block the sun from falling on adjacent properties.

SITING LARGE-SCALE ENERGY FACILITIES

In general, cities and counties have siting authority over energy projects below a certain size or generating capacity. This includes individual projects powering or supplementing homes and businesses or small commercial projects which produce energy for sale. Larger facilities are regulated by the Oregon Energy Facility Siting Council. The thresholds for Siting Council jurisdiction are determined by the Legislature and are defined in Oregon Revised Statutes (ORS) 469.300. The Siting Council does not regulate hydroelectric development. Instead, the Oregon Water Resources Commission has the authority to issue licenses for hydroelectric development.

Deschutes County currently has five developed large-scale energy facilities, primarily located on the eastern side of the County, approved between 2015-2017. In 2018, the Department of Land Conservation and Development altered statewide rules related to these types of large-scale energy facilities on high value farmland, limiting development opportunities in parts of the County. Community members have expressed concern regarding impacts of these facilities on wildlife habitat and aesthetics.

In addition to solar, several irrigation districts have developed in conduit hydroelectric facilities in which existing canals are upgraded with equipment for power generation. Three of these facilities currently exist, two of which are owned and operated by Central Oregon Irrigation District, and the third owned and operated by Three Sisters Irrigation District.

SMALL-SCALE RESIDENTIAL, BUSINESS, AND COMMERCIAL ENERGY GENERATION

The State oversees construction and approval of large commercial energy facilities, as noted above. However, there is a role for local governments to oversee smaller commercial projects. Commercial energy generation is considerably more complex than permitting small projects for homes and businesses. From a land use perspective, the scale, extended time frame, investment required and required off-site components all complicate the approval process. For example, to move the electricity generated at an alternative energy facility to market there is often a need for approval of roads, transmission lines or substations. The accessory facilities may or may not be in place at the same site as the main facility, but are an integral part of the project and are currently reviewed separately, based on State regulations.

Wind Energy Generation

Wind energy is most abundant in the eastern portion of Deschutes County. Potential impacts of this type of facility include temporary construction impacts, habitat loss and animal fatalities due to collision with turbines, visual impacts from towers and accessory structures, and noise. Deschutes County regulates small scale wind energy development generating less than 100 kilowatts of power. This allowance was added to the Deschutes County Code in 2010, although since that time no applications have been received to establish this type of facility.

Solar Energy Generation

Deschutes County is generally favorable to solar generation. Potential impacts of this type of facility include temporary construction impacts, habitat loss, animal fatalities due to reflected sunlight (for some solar facilities), and visual impacts. As noted previously, the Department

of Land Conservation and Development amended its rules in 2018 to limit solar development on high value farmland. Typically, solar developments require large acreage and relatively flat terrain for their operations. This requirement is a limiting factor in Deschutes County, as many of the properties that would meet large acreage and terrain requirements are actively used for farming purposes. The Bureau of Land Management is exploring an amendment to its rules to allow for greater opportunity for solar development in the western United States. The County anticipates limited solar development on private land going forward and an increase of leased BLM land for this type of development.

Commercial Biomass

Commercial biomass uses organic material such as wood, agricultural waste or crop residues to power boilers to generate heat. According to the Oregon Forest Resources Institute an estimated 4.25 million acres (about 15% of Oregon's forestland) have the potential to provide useful woody biomass through thinning to reduce the risk of uncharacteristic forest fires.

Potential impacts include temporary construction impacts, transportation impacts (as materials need to be transported to a central location), visual impacts, and air quality and climate impacts due to combustion of biofuels.

The County's first biomass facility is under construction through a partnership with the Deschutes National Forest and Mt. Bachelor Ski Resort. The project is located on federal land and outside of the purview of Deschutes County regulations.

Geothermal Energy Generation

Geothermal energy is a form of renewable energy derived from heat in the earth. This heat is transferred to water through various means and the steam produced is used to produce electricity. Geothermal energy is dependent on the location of geothermal resources; central Oregon may contain some of the best prospects for geothermal exploration in the continental United States.

Potential impacts include construction and visual impacts of geothermal facilities.

Deschutes County regulates geothermal energy in accordance with state law, although no geothermal development projects have been proposed to date.

Hydroelectric Energy Generation

Currently, Deschutes County has three approved "in conduit" hydroelectric facilities that are owned and operated by irrigation districts within existing irrigation district canals. Approval of these facilities have previously been contentious, with community members expressing concern about wildlife and impacts to other basin users. Irrigation districts have noted challenges in utilizing the existing county code for these projects, which were drafted to address "in channel" hydroelectric facilities. To promote renewable energy development using man-made waterways, irrigation districts have expressed interest in helping the County update the Deschutes County Code to more appropriately address "in conduit" hydroelectric facilities separate and apart from "in-channel" hydroelectric facilities".

Key Community Considerations

Community discussions related to energy have revolved around the following topics:

- Interest in planning for and adapting to climate change, including using more renewable energy sources.
- Concern about the design and location of energy facilities and their impacts on environmental resources and scenic views.
- Preparation for more use of electric vehicles in the future, which often require specialized charging infrastructure.

Goals and Policies

Goal 14.1: Promote energy conservation and alternative energy production.

Policy 14.1.1. Continue to incorporate energy conservation into the building and management of all County operations and capital projects using regular energy audits to refine the results.

Policy 14.1.2. Reduce energy demand by supporting energy efficiency in all sectors of the economy.

Policy 14.1.3. Encourage energy suppliers to explore innovative alternative energy conservation technologies and provide energy audits and incentives to patrons.

Policy 14.1.4. Provide flexibility and exemptions for small properties and anomalous sites in the development code to promote energy conservation. Promote affordable, efficient, reliable, and environmentally sound commercial energy systems for individual homes, and business consumers.

Goal 14.2: Promote affordable, efficient, reliable, and environmentally sound commercial energy systems for individual homes and business customers.

Policy 14.2.1. Promote development of solar, hydropower, wind, geothermal, biomass and other alternative energy systems while mitigating impacts on neighboring properties and the natural environment.

Policy 14.2.2. Provide incentives for homes and businesses to install small-scale on-site alternative energy systems consistent with adopted County financing programs.

Policy 14.2.3. Support development of electric vehicle charging stations and facilities to help promote use of electric vehicles.

Policy 14.2.4. Use the development code to promote commercial renewable energy projects while addressing and mitigating impacts on the community and natural environment.

Policy 14.2.5. Use Oregon's Rural Renewable Energy Development Zones to support the creation of renewable energy projects.

Policy 14.2.6. Identify, protect, and support the development of significant renewable energy sites and resources.

Policy 14.2.7. Include evaluation of adverse impacts to natural resources as part of renewable energy siting processes.

Appendix A - Terrebonne Community Plan

Appendix B - Tumalo Community Plan

Appendix C - Transportation System Plan

Appendix D - Newberry Country Plan

Appendix E - Goal 5 Supplemental Sections

Section 5.1 Introduction

Background

This chapter provides material that supplements the other chapters of the Plan. There are no goals or policies in these sections.

Purpose

The purpose of this chapter is to provide a glossary, list all acknowledged Goal 5 resources in one location (see Section 2.4) and list all Goal Exceptions and Goal 5 inventories. The final section in this Chapter is a table to track all amendments to this Plan. This table will ensure a clear legislative history is maintained.

The following information is covered in this chapter:

- Glossary and Acronyms
- Goal 5 Water Resources
- Goal 5 Wildlife Resources
- Goal 5 Open Space and Scenic Views and Sites Resources
- Goal 5 Energy Resources
- Goal 5 Wilderness, Natural Areas and Recreation Trails
- Goal 5 Surface Mining Resources
- Goal 5 Cultural and Historic Resources
- Goal Exception Statements
- Goal 5 Adopted Ordinances
- Ordinance History

Section 5.2 Glossary and Acronyms

Glossary

Note: Terms defined in Deschutes County Code 18.04 (Zoning Code) are not repeated here, but have the same meaning as DCC 18.04.

“Agricultural-tourism” or “Agri-tourism” means a commercial enterprise at a working farm or ranch, operated in conjunction with the primary farm or ranch use, conducted for the enjoyment and/or education of visitors, that promotes successful agriculture, generates supplemental income for the owner and complies with Oregon Statute and Rule.

“Aquifer” means a water-bearing rock, rock formation or a group of formations.

“Common Area” means ‘common property’ as defined in the Oregon Planned Communities Act at ORS 94.550(7).

“Comprehensive Plan” means a generalized, coordinated land use map and policy statement of the governing body of a state agency, city, county or special district that interrelates all functional and natural systems and activities relating to the use of lands, including but not limited to sewer and water, transportation, educational and recreational systems and natural resources and air and water quality management programs. "Comprehensive" means all- inclusive, both in terms of the geographic area covered and functional and natural activities and systems occurring in the area covered by the plan. "Generalized" mean a summary of policies and proposals in broad categories and does not necessarily indicate specific locations of any area, activity or use. A plan is "coordinated" when the needs of all levels of governments, semi- public and private agencies and the citizens have been considered and accommodated as much as possible. "Land" includes water, both surface and subsurface, and the air.

“Conservation” means limiting or minimizing the use or depletion of natural resources, including such things as land, energy, water or wildlife habitat.

“Ecosystem” means the physical and biological components and processes occurring in a given area, which interact to create a dynamic equilibrium.

“Findings” means a fact, determination or reason, based on existing information, which, by itself or in conjunction with other findings, leads to a particular conclusion or course of action.

“Goal Exception” means a land use process through which a local jurisdiction justifies, based on factual evidence, that a policy embodied in a particular statewide planning goal should not apply to a particular property or set of properties.

“Green infrastructure” means design and construction practices that significantly reduce the negative impacts of buildings on the environment and occupants.

“Groundwater” means water beneath the earth's surface between saturated soil and rock that supplies wells and springs.

“Habitat” means a place that provides seasonal or year-round food, water, shelter and other necessities for an organism, community or population of plants and animals.

“In-stream” as defined in ORS 537.332, means within the natural stream channel or lake bed or place where water naturally flows or occurs.

"Instream flow" means the minimum quantity of water necessary to support the public use requested by an agency.

“Post-acknowledgement plan amendment” means an amendment to an adopted and acknowledged Comprehensive Plan.

"Regional" is used in the context of projects and collaborative efforts with impacts beyond Deschutes County.

“Riparian (zone, habitat, or vegetation)” means of, or pertaining to, the bank of a river, or of a pond or small lake. Riparian habitat is riverbank vegetative cover and food for many wildlife species.

“Rural lands” means those lands outside recognized urban growth boundaries which are necessary and suitable for such uses as:

A. Exclusive farm use;
B. General agriculture;
C. Forest;
D. Rural residential;
E. Rural service center;
F. Destination resort, dude ranch, planned community;
G. Landscape management;
H. Special interest;
I. Open space;
J. Fish and wildlife protective area;
K. Recreation;
L. Surface mining.

“Special District” means any unit of local government, other than a city or county, authorized and regulated by statute, which includes but is not limited to water control, irrigation, port districts, fire, hospital, mass transit and sanitary districts, as well as regional air quality control authorities.

“Statewide Planning Goals” means the 19 statewide planning standards adopted by the Land Conservation and Development Commission pursuant to OAR 660-015 to express Statewide policies on land use and related topics. Local comprehensive plans must be consistent with the statewide planning goals.

"Surface mining" means all or any part of the process of mining by removal of the overburden and extraction of natural mineral deposits.

"Urban Growth Boundary" (UGB) means a boundary established to identify for each city, the land area needed to accommodate 20 years of growth for the city, which is determined to be necessary and suitable for future urban uses capable of being served by urban facilities and services.

"Urbanized lands" means those lands within the urban growth boundaries which can be served by urban services and facilities and are necessary and suitable for future expansion of an urban area.

"Urban Reserve Area" means a boundary established to identify for each city, the land area needed to accommodate from 20-50 years of growth for the city.

Frequently Used Acronyms

"BLM" stands for Bureau of Land Management

"CCI" stands for Committee for Community Involvement "DCC" stands for Deschutes County Code

"DLCD" stands for Oregon Department of Land Conservation and Development. "DEQ" stands for Oregon Department of Environmental Quality

"DOGAMI" stands for Oregon Department of Geology and Mineral Industries "ESA" stands for the federal Endangered Species Act

"ESEE" stands for Economic, Social, Environmental and Energy in regards to required Goal 5 analyses

"FEMA" stands for Federal Emergency Management Agency

"LCDC" stands for Oregon Land Conservation and Development Commission "NOAA" stands for National Oceanic Atmospheric Administration

"OAR" stands for Oregon Administrative Rules

"ODFW" stands for Oregon Department of Fish and Wildlife "ORS" stands for Oregon Revised Statute

"OWRD" stands for Oregon Water Resources Department "RPS" stands for Regional Problem Solving

"TSP" stands for Transportation System Plan "UGB" stands for Urban Growth Boundary "URA" stands for Urban Reserve Area

"USFS" stands for United States Forest Service

"USFWS" stands for United States Fish and Wildlife Service "USGS" stands for United States Geological Survey

Section 5.3 Goal 5 Inventory - Water Resources

Background

This section contains information from the 1979 Deschutes County Comprehensive Plan as revised and the 1986 Deschutes County/City of Bend River Study. It lists the water resources in Deschutes County. These inventories have been acknowledged by the Department of Land Conservation and Development as complying with Goal 5. No changes have been proposed for the 2010 Comprehensive Plan update.

Goal 5 requires the following water resources be inventoried and the inventories are listed below.

- Riparian corridors, including water and riparian areas and fish habitat
- Wetlands
- Federal Wild and Scenic Rivers
- State Scenic Waterways
- Groundwater Resources

Also included in these inventories are Significant Lakes and Reservoirs.

Riparian Corridors

INVENTORIES

Table 5.3.1 Deschutes County River Miles

Waterway	*Miles*
Deschutes River	97
Little Deschutes River	42
Whychus Creek (lower 6 miles in Jefferson County)	39
Tumalo Creek	16
Paulina Creek	10
Fall River	8
Crooked River	7

Source: Deschutes County/City of Bend River Study 1986

Table 5.3.2 Deschutes County Goal 5 Riparian Inventory

Streams	*Riparian Acres*

Table 5.3.3 Deschutes County Goal 5 Floodplains Adjacent to Rivers and Streams

Deschutes River	Little Deschutes River
Crooked River	Spring River
Dry River	Paulina Creek
Indian Ford Creek	Long Prairie
Whychus Creek	

Source: 1979 Deschutes County Comprehensive Plan as revised and Federal Emergency Management Agency maps

Wetlands

Inventory: In 1992 Deschutes County Ordinance 92-045 adopted all wetlands identified on the U.S. Fish and Wildlife Service National Wetland Inventory Maps as the Deschutes County wetland inventory. Additionally, Deschutes County Ordinance 2011-008 adopted a Local Wetland Inventory (LWI) covering 18,937 acres in South Deschutes County.

Table 5.3.4 Deschutes County Goal 5 Perennial Streams

Bottle Creek	Full Creek	Spring Creek
Bridge Creek	Goose Creek	Three Creek
Brush Draw	Indian Ford Creek	SF Tumalo Creek
Bull Creek	Jack Creek	NF Whychus Creek
Cache Creek	Kaleetan Creek	Soda Crater Creek
Charlton Creek	Metolius Creek	NF Trout Creek
Cultus Creek	Park Creek EF	NF Tumalo Creek
Cultus River	Park Creek WF	MF Tumalo Creek
Deer Creek	Pole Creek	First Creek
Dry Creek	Rock Creek	Soap Creek
Fall Creek	Snow Creek	Todd Lake Creek

Note: All of these streams, except portions of Indian Ford Creek, Cache Creek and Dry Creek, are located on federal land and are subject to either the Deschutes National Forest or the Bureau of Land Management Resource Management Plans.
Source: 1979 Deschutes County Comprehensive Plan as revised

Table 5.3.5 Deschutes County Riparian Ownership

River or Stream	*Ownership*
Deschutes River	Private/Federal
Little Deschutes River	Private/Federal
Fall River	Private/Federal
Tumalo Creek	Private/Federal
Three Creek	Private/Federal
Whychus Creek	Private/Federal
Trout Creek	Private/Federal
Dry Creek	Private/Federal
Cache Creek	Private/Federal
Indian Ford Creek	Private/Federal
Cultus River	Federal
Charlton Creek	Federal
Deer Creek	Federal
Cultus Creek	Federal
Quinn Creek	Federal
Fall Creek	Federal
Moore Creek	Federal

Source: 1979 Deschutes County Comprehensive Plan as revised

FEDERAL WILD AND SCENIC RIVERS

Inventory: The following segments of the Deschutes River have been designated as Federal Recreation and Scenic rivers by the passage of the 1988 Omnibus Oregon Wild and Scenic Rivers Act of 1988. Congress mandates the US Forest Service to prepare a management plan for these segments of the Deschutes River.

Table 5.3.6 Deschutes County Wild and Scenic River Segments

Waterway	*Description*
Deschutes River	From Wickiup Dam to Fall River (22 miles)
Deschutes River	Fall River to N boundary Sun River (20 miles)
Deschutes River	N boundary Sun River to Bend UGB (13 miles)
Whychus Creek (formerly Squaw Creek)	Includes all tributaries within the Three Sisters Wilderness, Soap Creek and the main stem from the wilderness boundary to the stream flow gauge station

Source: County Ordinance 92-052

Table 5.3.8 Deschutes County Significant Lakes and Reservoirs

River or Stream	*Township*	*Range*	*Section*
Bobby Lake	T 22S	R 06E	14
Charlton Lake	T 21S	R 06E	14
Crane Prairie Reservoir	T 21	R 08E	16
Cultus Lake	T 20S	R 07E	24
Deer Lake	T 20S	R 07E	
Devils Lake	T 18 S	R 08E	NW1/2 SEC. 10
Davis Lake	T 22S	R 07E	
East Lake	T 21S	R 13E	31
Elk Lake	T 18S/19S	R 07E	5
Hosmer Lake	T 19S	R 08E	4
Lava Lake	T 19S	R 08E	22
Little Cultus Lake	T 20S	R 07E	
Little Lava Lak	T 19S	R 08E	22
North Twin Lake	T 21S	R 08E	28
Paulina Lake	T 21S	R 12E	84
South Twin Lake	T 21S	R 08E	28
Sparks Lake	T 18S	R 08E	23
Three Creeks Lake	T 17S	R 09E	14
Todd Lake	T 18S	R 09E	8
Upper Tumalo Reservoir	T 16S	R 11E	33
Winopee Lake	T 19S	R 11E	33
Wickiup Reservoir	T 22S	R 09E	7

Source: Deschutes County Ordinance 92-052

Scenic

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Section 5.4 Goal 5 Inventory - Wildlife Habitat

Background

This section contains wildlife resource information from the 1979 Deschutes County Comprehensive Plan as revised. These inventories have been acknowledged by the Department of Land Conservation and Development as complying with Goal 5. No changes have been proposed for the 2010 Comprehensive Plan update. However, an updated inventory has been provided as described in Section 2.6 of this Plan and will be incorporated at a later date.

Bird Sites

(source: 1979 Deschutes County Comprehensive Plan as revised)

Bald Eagle Habitat Sites on Non-Federal Land or with Non-Federal Sensitive Habitat Areas.

Site #	*Taxlot*	*Quarter Section*	*Site Name*
DE0035-00	15-10-00-1400	23NWNE	Cloverdale NW
DE0035-01	15-10-00-1400	23NENE	Cloverdale NE

Table 5.4.1 – Bird Inventory

Birds Selected List 1992	***Use Period*** S = Summer W = Winter X = Year round	***Relative Abundance*** A = Abundant C = Common F = Few R = Rare U = Unknown
American Avocet	S	F
American Bittern	S	F
American Coot	X	C
American Goldfinch	S	C
American Destrel	X	C
American Widgeon	X	C
Anna's Hummingbird	S	F
Ash-throated Flycatcher	S	F
Bald Eagle	X	F
Bank Swallow	S	F
Barn Owl	X	C
Barn Swallow	S	C
Barred Owl	X	U
Belted Kingfisher	X	F
Bewick's Wren	X	F
Black-backed Woodpecker	X	F
Black-billed Magpie	X	C
Black-capped Chickadee	W	F
Black-chinned Hummingbird	S	F
Black-crowned Night Heron	S	F
Black-headed Grosbeak	S	F
Black-throated Grey Warble	S	F
Blue Grouse	X	F
Blue-winged Teal	S	F
Bohemian Waxwing	W	F
Boreal Owl	X	F
Brewer's Blackbird	X	C
Brewer's Sparrow	S	F
Brown Creeper	X	F

Birds Selected List 1992	***Use Period*** S = Summer W = Winter X = Year round	***Relative Abundance*** A = Abundant C = Common F = Few R = Rare U = Unknown
Brown-headed Cowbird	S	C
Bufflehead	X	C
Burrowing Owl	S	R
California Valley Quail	X	C
Calliope Hummingbird	S	F
Canada Goose	X	C
Canyon Wren	X	C
Caspian Tern	S	F
Cassin's Finch	X	C
Cedar Waxwing	X	C
Chipping Sparrow	S	C
Chukar Partridge	X	R
California Gull	X	C
Clark's Nutcracker	X	C
Cliff Swallow	S	C
Common Bushitit	X	C
Common Crow	X	R
Common Loon	S	R
Common Merganser	X	C
Common Nighthawk	S	C
Common Raven	X	C
Common Snipe	S	F
Coopers Hawk	X	C
Dark-eyed Junco	X	A
Dipper	X	F
Double-crested Cormorant	S	C
Downy Woodpecker	X	C
Dusky Flycatcher	S	F
Eared Grebe	W	F
Eastern Kingbird	S	F
Evening Grosbeak	X	C
Ferruginous Hawk	S	F
Flammulated Owl	S	F
Fox Sparrow	S	C
Franklin's Gull	S	F
Gadwall	W	F
Golden Eagle	X	F
Golden-crowned Kinglet	X	F
Goldeneye	X	C
Goshawk	X	F
Gray Jay	X	C
Gray Partridge	X	R
House Sparrow	X	C

Birds Selected List 1992	***Use Period*** S = Summer W = Winter X = Year round	***Relative Abundance*** A = Abundant C = Common F = Few R = Rare U = Unknown
House Wren	S	F
Killdeer	X	C
Lark Sparrow	S	F
Lazuli Benging	S	F
Least Sandpiper	S	F
Lesser Goldfinch	X	R
Lesser Scaup	W	C
Lewis' Woodpecker	S	F
Lincoln's Sparrow	X	F
Loggerhead Shrike	X	F
Long-billed Curlew	S	R
Long-billed Marsh Wren	S	F
Long-eared Owl	X	F
MacGillivray's Warbler	S	F
Mallard	X	C
Merlin	W	R
Mountain Bluebird	X	C
Mountain Chickadee	X	C
Mourning Dove	X	C
Nashville Warbler	X	F
Northern Harrier	X	F
Northern Oriole	S	F
Northern Phalarope	S	F
Three-toed Woodpecker	X	F
Olive-sided Flycathcer	S	C
Orange-crowned Warbler	S	F
Osprey	S	C
Peregrine Falcon	X	R
Pileated Woodpecker	X	F
Pine Grosbeak	X	R
Pine Siskin	X	C
Pinon Jay	X	C
Pintail	W	C
Prairie Falcon	X	C
Purple Finch	X	F
Pygmy Nuthatch	X	C
Pygmy Owl	X	F
Red Crossbill	X	F
Red-breasted Nuthatch	X	C
Redhead	W	F
Red-shafted Flicker	X	C
Red-tailed Hawk	X	C
Red-winged Blackbird	X	C

Birds Selected List 1992	***Use Period*** S = Summer W = Winter X = Year round	***Relative Abundance*** A = Abundant C = Common F = Few R = Rare U = Unknown
Ring-billed Gull	X	C
Ring-neck Duck	W	F
Ring-necked Pheasant	X	F
Robin	X	C
Rock Dove	X	C
Rock Wren	S	C
Rosy Finch	X	R
Rough-legged Hawk	W	C
Rough-winged Swallow	S	F
Ruby-crownedKinglet	X	F
Ruffed Grouse	X	F
Ruffous Hummingbird	S	F
Rufous-sided Towhee	X	F
Sage Grouse	X	F
Sage Sparrow	S	R
Sage Trasher	S	C
Sandhill Crane	S	F
Song Sparrow	X	F
Sora	S	F
Spotted Owl	X	F
Spotted Sandpiper	S	F
Starling	X	C
Steller's Jay	X	F
Swainson's Hawk	S	R
Swainson's Thrush	S	F
Townsend's Solitaire	X	C
Tree Swallow	S	C
Turkey	X	C
Turkey Vulture	S	C
Varied Thrush	X	F
Vaux's Swift	S	F
Vesper Sparrow	S	F
Violet-green Swallow	S	C
Virginia Rail	S	F
Warbling Vireo	S	F
Water Pipit	X	F
Western Bluebird	S	F
Western Flycatcher	S	F
Western Grebe	S	C
Western Kingbird	S	F
Western Meadowlark	S	C
Western Sandpiper	S	F
Western Taager	S	F

Birds Selected List 1992	*Use Period* S = Summer W = Winter X = Year round	*Relative Abundance* A = Abundant C = Common F = Few R = Rare U = Unknown
Western Wood Pewee	S	F
White-breasted Nuthatch	X	F
White-crowned Sparrow	S	F
White-headed Woodpecker	X	F
Wigeon	X	F
Williamson's Sapsucker	X	F
Willow Flycatcher	S	R
Wilson's Phalarope	S	R
Wilson's Warbler	S	F
Winter Wren	X	F
Wood Duck	S	F
Yellow Warbler	S	F
Yellow-bellied Sapsucker	X	F
Yellow-headed blackbird	S	F
Yellowthroat	S	F

Source: 1979 Deschutes County Comprehensive Plan as revised

The Oregon Department of Fish and Wildlife (ODFW) has identified two bald eagle nests in Township

Table 5.4.2 – Amphibian and Reptile Inventory

Amphibians and Reptiles Selected List 1992	*Use Period* S = Summer W = Winter X = Year round	*Relative Abundance* A = Abundant C = Common F = Few R = Rare U = Unknown
Bullfrog	X	F
Cascades Frog	X	F
N. Grasshopper Mouse	X	F
Northern Water Shrew	X	F
Norway Rat	X	F
N. Pocket Gopher	X	U
Ord's Kangaroo Rat	X	C
Pacific Mole	X	U
Pallid Bat	S	U
Pine Marten	X	C
Pinon Mouse	X	F
Porcupine	X	C
Pronghorn Antelope	X	C
Raccoon	X	C
Red Fox	X	F
River Otter	X	C
Rocky Mtn Elk	X	C
Roosevelt Elk	X	C
Sagebrush Vole	X	C

Amphibians and Reptiles Selected List 1992	***Use Period*** S = Summer W = Winter X = Year round	***Relative Abundance*** A = Abundant C = Common F = Few R = Rare U = Unknown
Shorttail Weasel	X	F
Silver-haired Bat	S	U
Small-footed Myotis	S	U
Snowshoe Hare	X	F
Striped Skunk	X	C
Townsend Ground Squirrel	X	C
Townsends Big-eared Bat	X	F
Trowbridge Shrew	X	F
Vagrant Shrew	X	U
Water Vole	X	C
Western Gray Squirrel	X	C
Western Harvest Mouse	X	C
Western Jumping Mouse	X	F
Western Pipistrel	S	U
Whitetail Jackrabbit	X	R
Wolverine	X	R
Yellow Pine Chipmunk	X	C
Yellow-bellied Marmot	X	F
Yama Myotis	X	F
Common Garter Snake	X	F
Ensatina	X	R
Gopher Snake	X	C
Great Basin Spadefoot Toad	X	F
Long-toed Salamander	X	F
Night Snake	X	U
Northern alligator Lizard	X	F
Pacific Tree Frog	X	C
Racer	X	F
Red-legged Frog	X	F
Roughskin Newt	X	R
Rubber Boa	X	F
Sagebrush Lizard	X	F
Sharp-tailed Snake	X	U
Short-horned Lizard	X	R
Side-blotched Lizard	X	U
Spotted Frog	X	F
Striped Whipsnake	X	U
Tailed Frog	X	F
Western Fence Lizard	X	C
Western Rattlesnake	X	F
Western Skink	X	F
Western Toad	X	F

Source: 1979 Deschutes County Comprehensive Plan as revised

Table 5.4.3 – Goal 5 Fish Distribution Inventory

	Atlantic Salmon	Coho Salmon	Rainbow Trout	Brown Trout	Cutthroat Trout	Brook Trout	Lake Trout	Dolly Varden Trout	Kokanee	Mountain Whitefish	Largemouth Bass	Bluegill	Brown Bullhead	Bridgelip Sucker	Tui Chub	Gayling	Crayfish
Tyee Creek						2											
Hell Creek						2											
Spring River				2		2				1					2		1
Tumalo Creek			1			2											
Bridge Creek						2											
Fall Creek						2											
Satan Creek						2											
Soda Creek						2											
Crater Creek						2											
Goose Creek						2											
Indian Ford Creek			1			2							2				
Trout Creek			1														
Alder Creek			1														
Whychus Creek			1			2											
Pole Creek						2											
Snow Creek			1			2											
Deschutes River		3	*	2		2			3	1					2		1
Little Deschutes River			1	2		2				1			2		2		1
Park Creek						2											
Three Creeks Creek			3			3											
Sink Creek						2											
Deer Creek			1			2											
Quinn River			*			2			2	1					2		1
Quinn Creek	3					2											
Cultus Creek			*			2											
Cultus Lake, Big			3			2	2			1					2		1
Cultus Lake, Little			2			3											
Cultus River						2			2	1							
Moore Creek						2											
Charlton Creek						2											
Long Prairie Slough												2					2
Browns Creek			2	2		2			#	1							1
Fall River			*	2		2				1					2		1
Paulina Creek			3												2		1
Cache Creek			1														
Crane Prairie Res.			*			#			2	1	2				2		1
Wickiup Reservoir		3	3	#					#	1					2		1
Three Creeks Lake			3			3											
Devil's Lake			3			2											
Hosmer Lake	3					3											1
Irish Lake						3											

1 - Native, naturally reproducing
2 - Introduced, naturally reproducing
3 - Introduced, periodic stocking required to maintain population
* - 1 and 3
# - 2 and 3

Source: 1979 Deschutes County Comprehensive Plan as revised

Table 5.4.4 Recommended Minimum Flows for Fish Life

Stream	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Deschutes River (1)	200	200	200	200	200	200	200	200	200	200	200	200
Deschutes River (2)	400	400	400	400	400	400	400	400	400	400	400	400
Deschutes River (3)	660	660	660	660	660	660	660	660	660	660	660	660
Deschutes River (4)	300	300	300	300	300	300	300	300	300	300	300	300
Deschutes River (5)	80	80	80	80	80	80	80	80	80	80	80	80
Deschutes River (6)	40	40	60	60	60	40	40	40	60	60	60	60
Whychus Creek (7)	20	10	10	10	10	10	10	10	10/20	30	20	20
Whychus Creek (8)	10	10/20	30	30	30	20	10	10	10	10	10	10
Indian Ford Creek	4	3	3	3	3	3	3	3	3/4	6	4	4
Tumalo Creek	35	35	47	47	47	5	10	10	10/35	47	35	35
Spring River	300	300	300	300	300	300	300	300	300	300	300	300
Little Deschutes River	80	80	80	200	200	150	100	100	100	100	200	200
Fall River	70	70	100	100	100	70	50	50	50	100	100	100
Browns Creek	15	15	25	25	25	15	15	15	25	25	25	25
Quinn River	20	20	20	20	20	20	20	20	20	20	20	20
Cultus Creek	20	20	32	32	32	20	5	5	5/20	32	20	20
Cultus River	50	50	50	50	50	50	50	50	70	70	70	70
Snow Creek	15	15	30	30	30	20	15	15	15	30	30	20
Quinn Creek	20	20	20	12	12	12	12	12	12/20	35	35	35
Soda Creek	20	20	20	6	6	6	6	6	6/20	31	31	31
Fall Creek	35	35	35	20	20	20	20	20	20/35	46	46	46
Goose Creek	7	7	7	4	4	4	4	4	4/7	10	10	10
Three Creek	7	7	10	10	10	7	2	2	2/7	10	7	7

[1] Flows are expressed in cubic feet per second. The recommended flows should arrive at the point of recommendation and continue to the mouth of the stream or to the next point for which a different flow is recommended. Stream flows recommended in Appendix I are designed for game fish production and are not necessarily adequate for wildlife, especially waterfowl and furbearers. Neither would they necessarily be recommended below future impoundments.

(1) Bend to Round Butte Reservoir
(2) L. Deschutes R. to Spring River
(3) Spring River to Bend
(4) Wickiip Dam to Little Deschutes River
(5) Crane Prairie Dam to Wickiup Reservoir
(6) At USGS Gate 14-0500
(7) Below USGS Gage 14-0750
(8) Below Camp Polk

Source: 1979 Deschutes County Comprehensive Plan as revised

15S, Range 10E, Section 23, Tax Lot 1400. The ODFW identifiers for these sites are DE0035-00 and DE0035-01. The sites are also known as Cloverdale. The sites are described in the Oregon Department of Fish and Wildlife Central Region Administrative Report No. 93-1. The sensitive habitat area is identified as the area east of Highway 20 that is within a 1/4-mile radius of each nest site.

Site #	*Taxlot*	*Site Name*
DE0036-00	17S-11E-26-5900	Shevlin Park

The Oregon Department of Fish and Wildlife (ODFW) has inventoried a former bald eagle nest site in Township 17S, Range 11E, Section 26, Tax Lot 5900. The ODFW identifier for this site is DE0036-00. The site is also known as Shevlin Park. The site is described in the Oregon Department of Fish and Wildlife Central Region Administrative Report No. 93-1.

Site #	*Taxlot Site*	*Name*
DE0037-00	22S-09E-04-4500	Wickiup Reservoir

Table 5.4.5 – Instream Water Right Program (3/1/92) Database Summary Report

BASIN 05	STREAM > PARENT STREAM	UPSTREAM LIMIT	DOWNSTREAM LIMIT	SPECIES	APP NO.	CERT #	DATE
05	Deschutes R > Columbia R	Crn Prairie Res	Wickiup Res	RB, BT, BR, CO, K	070764		10/11/90
05	Deschutes R > Columbia R	Little Lava Lk	Crn Prairie Res	RB, BT, K, WF	070763		10/11/90
05	Deschutes R > Columbia R	193.0	190.0		MPS	59777	11/03/83
05	Deschutes R > Columbia R	227.0	193.0		MPS	59776	11/03/83
05	Deschutes R > Columbia R	190.0	165.0		MPS	59778	11/03/83
05	Fall R > Deschutes R	Gage 14057500	Mouth	RB, BT, BR, WF	070762		10/11/90
05	Indian Ford Cr > Whychus Cr	Headwaters	Mouth	RB	070760		10/11/90
05	Little Deschutes R > Deschutes R	Crescent Cr	Mouth	RB, BT, BR, WF	070757		10/11/90
05	Metolius R > Deschutes R	Metolius Spring	Canyon Cr	BUT, K	070699		09/24/90
05	Snow Cr > Deschutes R	Headwaters	Mouth	RB, BT	070756		10/11/90
05	Whychus Cr > Deschutes R	S Fk Whychus Cr	Indian Ford Cr	RB, BT	070754		10/11/90
05	Tumalo Cr > Deschutes R	S Fk Tumalo Cr	Mouth	RB, BT, BR	070752		10/11/90

Source: 1979 Deschutes County Comprehensive Plan as revised

The Oregon Department of Fish and Wildlife (ODFW) has identified a bald eagle nest in Township 22S, Range 09E, Section 04, Tax Lot 500. The ODFW identifier for this site is DE0037-00, Wickiup Reservoir. The site is described in the Oregon Department of Fish and Wildlife Central Region Administrative Report No. 93-1.

Site #	*Taxlot*	*Site Name*
DE0038-00	22S-09E-34-500	Haner Park

The Oregon Department of Fish and Wildlife (ODFW) has identified a bald eagle nest in Township 22S, Range 09E, Section 34, Tax Lot 500. The ODFW identifier for this site is DE0038-00, Haner Park. The site is described in the Oregon Department of Fish and Wildlife Central Region Administrative Report No. 93-1.The sensitive habitat area includes the area within one-quarter mile of the nest site.

Site #	*Taxlot*	*Site Name*
DE0039-00	22S-09E-06-500	Wickiup Dam

The Oregon Department of Fish and Wildlife (ODFW) has identified a bald eagle nest in Township 22S, Range 09E, Section 06, Tax Lot 500. The ODFW identifier for this site is DE0039-00, Wickiup Dam. The site is described in the Oregon Department of Fish and Wildlife Central Region Administrative Report No. 93-1.

Site #	*Taxlot*	*Quarter Section*	*Site Name*
DE0046-00	20-10-34-3401	34NWSE	Bates Butte

The Oregon Department of Fish and Wildlife (ODFW) has identified a bald eagle nest in Township 20S, Range 10E, Section 34, Tax Lot 3401. The ODFW identifier for this site is DE0046-00, Bates Butte. The site is described in the Oregon Department of Fish and Wildlife Central Region Administrative Report No. 93-1. The sensitive habitat area includes the area within one-quarter mile of the nest site.

Great Blue Heron Rookery – Black Butte Ranch

The Oregon Department of Fish and Wildlife (ODFW) identified a great blue heron rookery in Township 14S, Range 9E, Section 10 SENE. The County inventoried and adopted this site as a Goal 5 resources in Ordinance 92-041.

Golden Eagle Sites

Table 5.4.6 – Golden Eagle Nest Site Inventory on Non-Federal Land or with Non-Federal Sensitive Habitat Area

ODFW Site #	Taxlot	Quarter Section	General Location
DE-0002-00	14-13-11-100	11/SENW	Smith Rock State Park
DE-0002-01	14-13-11-100	11/SENW	Smith Rock State Park
DE-0002-02	14-13-11-100	11/SENW	Smith Rock State Park
DE-0002-03	14-13-11-100	11/NWNE	Smith Rock State Park
DE-0002-04	14-13-11-100	11/NWNE	Smith Rock State Park
DE-0002-05	14-13-11-100	11/NWNE	Smith Rock State Park
DE-0002-06	14-13-11-100	11/NWNE	Smith Rock State Park
DE-0006-00	15-12-00-1502	35/SENE	Mid Deschutes
DE-0006-01	15-12-00-1502	35/SENE	Mid Deschutes
DE-0006-02	15-12-00-1502	35/SENE	Mid Deschutes
DE-0006-04	15-12-00-1502	35/SENE	Mid Deschutes
DE-0006-05	15-12-00-1503	35/NESE	Mid Deschutes
DE-0009-00	14-12-22D-300	23/NWSW	N. Odin Falls
DE-0011-00	15-12-00-100	1/NWSE	Radio Tower/Deschutes
DE-0011-01	15-12-00-100	1/NESE	Radio Tower/Deschutes
DE-0012-00	15-11-00-800	3/NENE	Upper Deep Canyon
DE-0014-00	16-11-00-7800	29/NWSE	Tumalo Dam
DE 0015-01	14-11-00-400	3/NENW	Whychus Creek
DE 0015-00	14-11-00-400	3/SESW	Rimrock Ranch
DE-0029-00	20-17-00-3801	36/NWSE	Twin Pines
DE-0034-00	15-10-00-1400	15/SENW	Lazy Z/USFS
DE-0034-01	15-10-00-1400	15/SENW	Lazy Z/USFS

Source: 1979 Deschutes County Comprehensive Plan as revised

Table 5.4.7 – Prairie Falcon Nest Site Inventory on Non-Federal Land or with Non-Federal Sensitive Habitat Area

ODFW Site #	Taxlot	Quarter Section	General Location
DE 0016-00	22-16-00-100	12/SWSE	Dickerson Flat
DE 0031-00	16-11-00-5600	20/NESE	Tumalo Dam
DE 0031-01	16-11-20-400	20/SESW	Tumalo Dam
DE 0794-01	14-13-11-100	11/NWSW	Smith Rock State Park

Source: 1979 Deschutes County Comprehensive Plan as revised

Table 5.4.8– Osprey Nest Site Inventory on Non-Federal Land or with Non-Federal Sensitive Habitat Area

ODFW Site #	Taxlot	Quarter Section	General Location
DE 0080-00	20-11-00-1300	07/NWNE	Sunriver/ Meadowland

Source: 1979 Deschutes County Comprehensive Plan as revised

Table 5.4.9 – Upland Game Bird Habitat

Ring-necked Pheasant	200
Valley Quail	10,000
Mountain Quail	50
Chukar Partridge	300
Turkey	50
Blue Grouse	900
Sage Grouse	1,800
Ruffed Grouse	100
Mourning Dove	8,000

Source: 1979 Deschutes County Comprehensive Plan as revised

Table 5.4.10 – Sage Grouse Lek Inventory on Non-Federal Lands or with Non-Federal Sensitive Habitat Areas

ODFW Site #	*Taxlot*	*Quarter Section*	*General Location*
DE 0994-01	20-18-00-700	05/SWSE	Circle F Reservoir
DE 0995-01	20-19-00-800	06/NWSE	Merril Rd
DE 0996-01	22-17-00-600	06/SWSW	Dickerson Well
DE 0997-01	20-16-00-2400	25/SENW	Moffit Ranch
DE 0997-02	20-16-00-2400	26/NENE	Moffit Ranch Satellite
DE 0998-01	20-14-00-400	10/NWNW	Evans Well
DE 0998-02	20-14-00-400	10/SWNW	Evans Well Satellite
DE 0999-01	19-14-00-2200	26/SESE	Millican Pit

Source: 1979 Deschutes County Comprehensive Plan as revised

Section 5.5 Goal 5 Inventory - Open Spaces, Scenic Views and Sites

Background

This section contains information from the 1979 Deschutes County Comprehensive Plan as revised. It lists the open spaces, scenic views and sites resources in Deschutes County. These inventories have been acknowledged by the Department of Land Conservation and Development as complying with Goal 5. No changes have been proposed for the 2010 Comprehensive Plan update.

To protect scenic views, landscape management areas have been defined and a combining zone created. On lands outside urban growth boundaries and rural service centers along the portions of roadways listed below, landscape management zoning applies and a case-by-case site plan review is required. The area extends ¼ mile on either side from the centerline of the roadways and includes all areas designated as State and Federal Wild, Scenic or recreational waterways and within 660 feet from either side of designated rivers and streams as measured from the ordinary high water level.

Landscape Management Roads, Rivers and Streams

Inventory: All land within one-quarter of a mile, as measured at right angles from the centerline, of any of the following designated Landscape Management Roadways. All land within the boundaries of a state scenic waterway or a federal wild and scenic river corridor; and all land within 660 feet of the ordinary high water mark of portions the following designated rivers and streams which are not designated as state scenic waterways or federal wild and scenic rivers.

Table 5.5.1 – Deschutes County Landscape Management Areas

Landscape Management Roads	*Miles*
U.S. Highway 97 North County line to Redmond UGB	7.5
U.S. Highway 97 Redmond UGB to Bend UGB	12
U.S. Highway 97 Bend UGB to South County line	35
U.S. Highway 20-126 North County line to Sisters UGB	11
U.S. Highway 126 Sisters UGB to Redmond UGB	21.5
U.S. Highway 20 Sisters UGB to Bend UGB	23
Smith Rock Road Highway 97 to Smith Rock	3.5
Sisemore Road Cloverdale to Bend UGB	19
Skyliner Road	15.5
Century Drive Bend to Mt Bachelor	25
South Century Drive	27
Cascade Lakes Highway	46
Waldo Lake Road	10
Cultus Lake Road	2
Little Cultus Lake Road	6

Landscape Management Roads	*Miles*
Twin Lakes Road	6
Keefer Road (East Crane Prairie Road)	16.5
East Deschutes Road	14
Deschutes Road	9
Wickiup Road	4
Pringle Falls Loop	8
La Pine Recreation Area Access Road	10
Paulina-East Lake Road	22.5
Lava Cast Forest Road	20.5
Highway 20 east to the County Line	25
Pine Mountain Road	7.5
Ford Road	6.5
Three Creeks Lake Road	16
Three Trappers Road	20.5
Dillon Falls Road	60
Matsen Road	2
State Highway 31	2.5
Road to Benham Falls	4.5
State Highway 242 McKenzie Highway	
Landscape Management Rivers and Streams	*Miles*
Deschutes River	
Little Deschutes River	43
Paulina Creek	19
Fall River	8
Spring River	1.2
Tumalo Creek	16.3
Whychus Creek (formerly Squaw Creek)	
Crooked River	10

Source: Deschutes County Ordinance 92-052

Areas of Special Concern Inventory

Inventory: The Resource Element of the Deschutes County Year 2000 Comprehensive Plan (1979) identified sites as Open Spaces and Areas of Special Concern. Table 5.5.2, lists the inventory of sites identified as Areas of Special Concern located on federal land.

Table 5.5.2 "2A" Areas of Special Concern

ID #	Name	Location
9	Bachelor Butte	T18S R09E SEC 29-32
11	Pine Mt. Observatory	T20S R15E SEC 33
13	Dry River	T19S R15E SEC 19 & 30 T19S R14E SEC 2, 11, 13, 14 & 24
14	Arnold Ice Caves	T19S R13 E SEC 22
15	Charcoal Cave	T19S R13 E SEC 22
16	Skeleton Cave	T19S R13E SESE SEC 4
17	Wind Cave	T19S R13E NW ¼ SEC 23; SW ¼ SEC 14
31	Tumalo Falls	T18S R10E NW ¼ SEC 08
33	Lava River Caves	T19S R11E SE ¼ SEC 26

ID #	Name	Location
34	Pringle Falls Experimental Forest	T21S R09E SEC 21-23, 27 & 28
39	Benham Falls	T19S R11E SW ¼ SEC 9
45	Paulina Mountain	T22S R12E SEC 1-3 & 10-12
49	Lavacicle Cave	T22S R16E SENE SEC 05
50	Lava Cast Forest	T20S R12E SEC 15, 16, 21, 22, 27-35
51	Lava Butte Geologic Area	T19S R11E SEC 18
52	Pine Mountain North Slope	T20S R15E SEC 28, 29 & 33
54	McKenzie Summit	T15S R07E SEC 17
55	Newberry Crater	T21 R12E SEC 34-36
65	Bend Watershed	T17S R09E SEC 35 & 26 T18S R09E SEC 1, 2, 3, 10, 11, & 12
66	Bat Cave	T19S R13E SE ¼ SEC 14
68	Boyd Cave	T19S R13E SENW SEC 8
69	Frederick Butte	T22S R19E SEC 32

Source: Deschutes County Ordinance 92-052

Land Needed and Desirable for Open Space and Scenic Resources

Inventory: The following list shows land needed and desirable for open space and scenic resources:

Table 5.5.3 Land Needed and Desirable for Open Spaces and Scenic Resources

State Parks	Location	Size
Smith Rock State Park	T14S, R13 E, SEC 10, 11, 14 & 15	600 acres
Cline Falls State Park	T15S, R12E, SEC 14	9.04 acres
Tumalo State Park	T17S, R12E, SEC 6	320.14 acres
Pilot Butte State Park	T17S, R12E, SEC 33 & 34	100.74 acres
La Pine State Recreation Area	T20S, R10E, SEC 33 & 34 T21S, R10E, SEC 3, 4, 8, 9, 10, 11, 12 T21S, R11E, SEC 7	2,333.12 acres

Source: Deschutes County Ordinance 92-052

Section 5.6 Goal 5 Inventory - Energy Resources

Background

This section contains information from the 1979 Deschutes County Comprehensive Plan as revised. It lists the energy resources in Deschutes County. These inventories have been acknowledged by the Department of Land Conservation and Development as complying with Goal 5. No changes have been proposed for the 2010 Comprehensive Plan update.

Hydroelectric Resources of the Upper Deschutes River Basin

Inventory: Available information is adequate to indicate that the resource is significant. The City of Bend/Deschutes County River Study inventoried 16 proposed hydroelectric project sites in Deschutes County. Twelve were located on the Deschutes River; two on Tumalo Creek; two on Whychus Creek; and one on the Crooked River in Deschutes County. For a more detailed discussion of the hydroelectric resources in Deschutes County see the Deschutes County/City of Bend River Study, April 1986 (River Study), Chapters 2, 3, and 4. Also refer to the River Study staff report. The River Study and River Study staff report are incorporated herein by reference.

Table 5.6.1 Hydroelectric Resources of the Upper Deschutes Basin*

Deschutes River	*River Mile*	*Capacity (megawatts)*
Crane Prairie	239	0.6
Wickiup Dam	226.8	7.0
Pringle Falls	217	1.6
Lava Diversion	182.4	11.5
Dillon Falls	177.6	7.2
Aspen Diversion	175.2	3.2
Island Diversion	174.6	7.5
Arnold Flume	174.5	4.2
COI Siphon	170.0	6.5
North Canal Dam	164.8	2.0
Bend Canal Diversion	162.4	3.0
Tumalo Creek	*River Mile*	*Capacity (megawatts)*
Columbia Southern	9.5	9.3
Whychus Creek	*River Mile*	*Capacity (megawatts)*
Whychus Creek	25	0.6
Whychus Creek	30.5	3.5
Crooked River	*River Mile*	*Capacity (megawatts)*
Crooked River Drop	164.8	10.7

Source: Deschutes County Ordinance 92-052

* Note that the conflicting use analysis from the River Study and subsequent amendments prohibit new hydroelectric facilities that are not physically connected to an existing dam, diversion or conduit. (Ord.86-017, 86-018, 86-019, 92-052)

* Note that the conflicting use analysis from the River Study and subsequent amendments prohibit new hydroelectric facilities that are not physically connected to an existing dam, diversion or conduit. (Ord.86-017, 86-018, 86-019, 92-052)

The prohibition refers to the following:

1. Deschutes River, from its headwaters to River Mile 227, above but not including Wickiup Dam, and from Wickiup Dam to River Mile 171 below Lava Island Falls;
2. Crooked River;
3. Fall River;
4. Little Deschutes River;
5. Spring River;
6. Paulina Creek;
7. Whychus Creek (was Squaw Creek);
8. Tumalo Creek.

Geothermal Resources

Inventory: The County adopted Ordinance 85-001 which complies with Goal 5 (OAR 660-016). The ordinance amended the Comprehensive Plan and adopted a Geothermal Resource Element including a resource inventory and ESEE analysis.

Section 5.7 Goal 5 Inventory - Wilderness, Natural Areas, and Recreation

Background

This section lists wilderness areas, natural areas and recreation trail resources in Deschutes County.

Wilderness Areas

Inventory: Wilderness areas are represented by all lands within the existing Mt. Washington and Three Sisters Wilderness Areas as shown on the Deschutes National forest Land and Resource Management Plan Map, and all lands included in the Bureau of Land Management's (BLM) State of Oregon Wilderness Status Map for Deschutes County and BLM Wilderness Study Areas (WSA) as shown on the Brothers / La Pine Resource Management Plan.

Ecologically and Scientifically Significant Natural Areas

Inventory: The following sites are the inventories ecologically significant natural areas in Deschutes County by the Oregon Natural Heritage Program and there is sufficient information based on site reports from the Heritage Program to complete the Goal 5 review process.

Table 5.7.1 Wilderness Areas

Name	Acres
Mt. Washington Wilderness Area	13,563
Three Sisters Wilderness Area	92,706
Badlands	32,261
Hampton Butte	10,600
Steelhead Falls	920

Source: Deschutes County Ordinance 92-052

Approved Oregon Recreation Trails

None listed

Table 5.7.2 Ecologically and Scientifically Significant Natural Areas

Name	Location	Quality	Quantity
Pringle Falls Research Natural Area	T21S, R9E, SEC 3, 34 & 35	Excellent	1,160 acres
Horse Ridge Research Natural Area	T19S, R14S, SEC 15 & 22	Excellent	600 acres
West Hampton Butte	T22S, R20E, SEC 31 & 32	Good	1,280 acres
Little Deschutes River / Deschutes River Confluence	T20S, R11E, SEC 7	Excellent	400 acres
Davis Lake	T22S, R7 E, SEC 25 & 26 T22S, R8E, SEC 31	Good	4,000 acres

Source: Deschutes County Ordinance 92-052

Section 5.8 Goal 5 Inventory - Mineral and Aggregate Resources

Background

This section contains information from the 1979 Deschutes County Comprehensive Plan as revised. It lists the surface mining resources in Deschutes County. These inventories have been acknowledged by the Department of Land Conservation and Development as complying with Goal 5. No changes have been proposed for the 2010 Comprehensive Plan update.

Table 5.8.1 – Deschutes County Surface Mining Mineral and Aggregate Inventory

#	Taxlot	Name	Type	Quantity*	Quality	Access/Location
246	151010-00-00205, 207, 300, 302, 303	Tewalt	S & G	10,000	Good	Hwy 20
248	151012-00-00100	Cyrus	Cinders	30.2 M	Excellent	Cloverdale Road
251	151211-D0-01400, 151214-A0-00800	Cherry	S & G	125,000	Good	
252	151200-00-04700, 04701	Thornburgh	Rock	2.5 M	Good	
271	151036-00-00800	Deschutes County	S & G	2 M	Mixed	Harrington Loop Road
273	151117-00-00100	Deschutes County	S & G	75,000	Excellent	Fryrear Rd/Redmond-Sisters
274	151117-00-00700	Deschutes County	S & G		Excellent	Fryrear Road
275	151100-00-02400	Deschutes County	S & G	175,000	Good	Fryrear Landfill
277	151011-00-01100	Oregon State Hwy	S & G	100,000	ODOT Specs	
278	151140-A0-00901, 151211-D0-01200	State of Oregon	S & G	18,000	ODOT Specs	
282	171000-00-00100	Crown Pacific	Cinders	100,000	Fair	
283	171000-00-00100	Crown Pacific	Cinders	50,000	Fair	
288	171111-00-00700	Tumalo Irrigation	S & G	250,000	Good	
292	171112-00-00900	RL Coats	S & G	326,000	ODOT Specs	
293	17112-00-00500, 600, 700, 800	RL Coats	S & G	3 M	ODOT Specs	

#	Taxlot	Name	Type	Quantity*	Quality	Access/Location
296	171100-00-02702	Crown Pacific	Cinders	100,000	Excellent	Shevlin Park/Johnson Rd
297	171123-00-00100	Crown Pacific	Cinders	60,000		Johnson Rd/Tumalo
303	171207-00-00300	Cascade Pumice	Pumice	750,000	Good	
303	171207-00-00300	Cascade Pumice	S & G	10,000	Good	
313	171433-00-00600	Deschutes County	S & G	100,000	Good	
313	171433-00-00600, 120	Deschutes County	Storage			Dodds Road/Alfalfa
314	171332-00-01100	Deschutes County	Dirt	150,000	Good	
315	140900-00-02100	Stott	Rock	93,454 tons	ODOT Specs	Highway 20
316	140900-00-00202	Black Butte Ranch	S & G	7 M	Good	
317	140900-00-01300	Willamette Ind	Cinders	1.2 M	Good	
322	141200-00-01801	Fred Gunzner	S & G	1.5 M	Mixed	Lower Bridge/Terrebonne
322	141200-00-01801	Gunzner	Diatomite	500,000	Good	Lower Bridge/Terrebonne
324	141200-00-00702	ODVA	S & G	490,000	Good	Lower Bridge/Terrebonne
326	141236-00-00300, 301	US Bank Trust	S & G	1.5 M	Good	
330	141328-00-00702, 703	Larry Davis	Cinders	50,000	Good	
331	141329-00-00100, 103	EA Moore	Cinders	100,000	Good	
332	141329-00-00102	RL Coats	Cinders	2 M	Good	Northwest Way/Terrebonne
333	141329-00-00104	Robinson	Cinders	2.7 M	Good	
335	141333-00-00890	Erwin	Cinders	100,000	Excellent	Pershall Way/Redmond
336	141333-00-00400, 500	US Bank Trust	Cinders	4.5 M	Good	Cinder Butte/Redmond
339	141132-00-01500	Deschutes County	Dirt	200,000	Fill	Goodard Loop/Bend
341	161000-00-00106	Young & Morgan	S & G	1 M	Good	

#	Taxlot	Name	Type	Quantity*	Quality	Access/Location
342	220900-00-00203	Crown Pacific	Cinders	200,000	Good	
345	161000-00-01000	Crown Pacific	Cinders	50,000	Good	
346	161000-00-01000	Crown Pacific	Cinders	50,000	Good	
347	161101-00-00300	Deschutes County	Dirt	10,000	Good	
351	161112-00-01401, 1700, 2000	Gisler/Russell	Cinders	150,000	Good	Innes Mkt/Innes Butte
357	161136-D0-00100, 161100-00-10400, 10300	Tumalo Irrigation	Cinders	1 M		Johnson Road/Tumalo
357	161136-D0-00100, 161100-00-10400, 10300	Tumalo Irrigation	S & G	500,000	Good	
357	161136-D0-00100, 161100-00-10400, 10300	Tumalo Irrigation	Pumice	500,000	Good	
358	161231-D0-01100	Gisler	S & G	100,000	ODOT Specs	Hwy 20/Tumalo
361	161222-C0-02800	Oregon State Hwy	Cinders	700,000	Good	
366	161230-00-00000	Oregon State Hwy	S & G	40,000	ODOT Specs	
368	161220-00-00200	Bend Aggregate	S & G	570,000	Excellent	Twin Bridges/Tumalo
370	161231-D0-00400	Bend Aggregate Plant Site	Storage			
379	181100-00-01600	Oregon State Hwy	S & G	500,000	ODOT Specs	
381	181125-C0-12600, 181126-00-01600	Pieratt Bros	Cinders	50,000	Good	
390	181214-00-00500, 100	Deschutes County	Dirt	2 M		Landfill
392	181223-00-00300	Rose	Rock	10 M Est	Mixed	
392	181223-00-00300	Rose	Dirt	7.5 M	Good	

#	Taxlot	Name	Type	Quantity*	Quality	Access/Location
393	181225-00-01400	LT Contractors	Cinders	12.5 M	Good	Arnold Mkt Rd/SE of Bend
394	181200-00-04400, 04411	Windlinx	Cinders	270,000	Coarse	Hwy 97/South of Bend
395	181200-00-04300	Oregon State Hwy	Cinders		100,000	Good
400	181300-00-04501, 04502	Eric Coats	S & G	2.5 M	ODOT Specs	
404	191400-00-00200	Moon	S & G	1.3 M	Good	
404	191400-00-00200	Moon	Rock	800,000 - 2 M	Good	Hwy 20/East of Bend
405	191400-00-00600	Oregon State Hwy	Aggregate	50,000	ODOT Specs	
408	191600-00-01500	RL Coats	S & G	3 M	Good	
413	201500-00-01400	Deschutes County	S & G	30,000	Good/Excellent	Hwy 20/East of Bend
414	201500-00-01500	Deschutes County	S & G	30,000	Good/Excellent	Hwy 20/East of Bend
415	201716-00-00700	Deschutes County	S & G	30,000	Good/Excellent	Hwy 20/East of Bend
416	201716-00-00200	Deschutes County	S & G	30,000	Good/Excellent	Hwy 20/East of Bend
417	201716-00-00900	Deschutes County	S & G	30,000	Good/Excellent	Hwy 20/East of Bend
418	201716-00-01000	Deschutes County	S & G	30,000	Good/Excellent	Hwy 20/East of Bend
419	201716-00-01300	Deschutes County	S & G	30,000	Good/Excellent	Hwy 20/East of Bend
421	212000-00-00900	RL Coats	S & G	500,000	Excellent	Hwy 20/Tumalo
423	211106-C0-00700	Ray Rothbard	S & G	100,000	Good	
426	211100-00-00702	La Pine Redi-Mix	S & G	1 M	Good	
427	211100-00-00701	Bill Bagley	S & G	40,000	Good	
431	221100-00-00600	Russell	Cinders/ Rock	12 M/1.2 M	Good	Finley Butte
432	221100-00-00500	State of Oregon	Cinders	160,000	Good	
433	211300-00-00101	La Pine Pumice	Lump Pumice	10 M	Excellent	
441	150903-00-00300	Willamette Ind	S & G	11 M	Good	
442	150909-00-00400	Willamette Ind	S & G	6 M	Good	

#	Taxlot	Name	Type	Quantity*	Quality	Access/Location
443	150917-00-00600	Willamette Ind	Rock	150,000	Fair	
453	161209, 10-00-00600, 301	Robert Fullhart	S & G	704,000	ODOT Specs	
459	141131-00-05200	Deschutes County	Cinders	50,000	Good	
465	141333-00-00900	Oregon State Hwy	Cinders	100,000	Good	
466	141333-00-00600	Fred Elliott	Cinders	5.5 M	Good	
467	141333-00-00601	Knorr Rock Co	Cinders	5 M	Good	
469	141131-00-00100	Deschutes County	Cinders	2 M	Fair	
475	151012-00-00600	Deschutes County	Cinders	200,000	Good	Cloverdale Road
482	151300-00-00103	Deschutes County	Dirt	2 M	Good	Negus Landfill
488	161230-00-00100, 600, 2000, 2100	Bend Aggregate	S & G	400,000	ODOT Specs	
496	191400-00-00500	Taylor	S & G	1.8 M	Mixed	Hwy 20
498	191400-00-02200	Oregon State Hwy	S & G	200,000	ODOT Specs	
499	191533-00-00200	Oregon State Hwy	S & G	50,000	ODOT Specs	
500	191500-00-00099	Oregon State Hwy	S & G	130,000	ODOT Specs	
501	191500-00-01600	Oregon State Hwy	S & G	50,000	ODOT Specs	
503	191600-00-01300	Oregon State Hwy	S & G	200,000	ODOT Specs	
505	201600-00-00400	Oregon State Hwy	S & G	275,000	ODOT Specs	
506	201600-00-00600, 700, 800	Oregon State Hwy	S & G	36,000	ODOT Specs	
508	201700-00-01000	State of Oregon	S & G	100,000	ODOT Specs	
515	201801-00-00100	Oregon State Hwy	S & G	100,000	ODOT Specs	
522	211900-00-01000	Oregon State Hwy	S & G	300,000	ODOT Specs	
524	212000-00-01900	Oregon State Hwy	S & G	300,000	ODOT Specs	
528	222110-00-00600	Oregon State Hwy	S & G	45,000	ODOT Specs	

#	Taxlot	Name	Type	Quantity*	Quality	Access/Location
529	221100-00-00300	Oregon State Hwy	S & G	31,000	ODOT Specs	
533	222100-00-00800	Oregon State Hwy	S & G	1 M	ODOT Specs	
541	141035-00-02000, 2100, 2200, 2300, 2400, 2500, 2600	Cyrus	Aggregate	528,000	Good	Inc Portions of TL 1800/1900
542	151001-00-02700	Swarens	Aggregate	80,000	Good	
543	151013-00-00100	Cyrus	Aggregate	1.1 M	Good	
600	191400-00-00700	Robinson	S & G	3.8 M	Good	Hwy 20/East of Bend
601	211100-00-00700	La Pine Redi Mix	S & G	479,000	DEQ Specs	Paulina Lake Road

* Quantity in cubic yards unless otherwise noted

Source: 1979 Deschutes County Comprehensive Plan as revised

Table 5.8.2 – Deschutes County Non-Significant Mining Mineral and Aggregate Inventory

Site #	Taxlot	Name	Type	Quantity*	Comments
100	15-10-14-700	Whychus Creek Irrigation District—Watson Reservoir I.	Silt, sand, & dirt	200,000 cy	Reservoir Size is 80 acres.
101	15-10-14-700	Whychus Creek Irrigation District—Watson Reservoir II.	sand & dirt	600,000 cy	Reservoir size is 40 acres.
102	14-11-33-500	Whychus Creek Irrigation District—McKenzie Reservoir	Silt, sand, & dirt	100,000 cy	Reservoir size is 12 acres
103	14-11-33-500	Whychus Creek Irrigation District—McKenzie Reservoir	Sand & dirt	250,000 to 300,000 cy	Reservoir expansion size is 20 acres

Site #	Taxlot	Name	Type	Quantity*	Comments
		Expansion			

* Quantity in cubic yards unless otherwise noted

Source: 1979 Deschutes County Comprehensive Plan as revised

Section 5.9 Goal 5 Inventory - Cultural and Historic Resources

Background

This section lists Locally Significant Historic Resources and National Register Resources in rural Deschutes County. These inventories are acknowledged by the Department of Land Conservation and Development. In 2020, Deschutes County's inventories were updated to comply with Oregon Administrative Rule (OAR) 660-023-0200, Historic Resources. OAR 660- 023-0200 was amended in 2017.

Locally Significant Historic Resources

1. Alfalfa Grange: Grange building and community center, built in 1930, located on Willard Road, Alfalfa. 17-14-26 TL 400.

2. Allen Ranch Cemetery: Oldest cemetery in Deschutes County. 30' by 40' fenced cemetery plot. Situated 100 yards west of South Century Drive, one-half mile south of Road 42. Two marble gravestones, two wooden markers. 20-11-7 TL 1700.

3. Fall River Fish Hatchery "Ice House": The hatchery "Ice House" dates from the beginning of fishery management in Oregon, circa 1920. It is an 18 foot by 18 foot improvement, the only original building remaining on the property, and the only significant building or structure on the site. Located at 15055 S. Century Drive, E½; NE¼; Section 32, Township 20S, Range 10 E, Tax Lot 100. (Ordinance 94-006 §1, 1994).

4. Long Hollow Ranch – Black Butte: Headquarters complex of historic ranch, located on Holmes Road in Lower Bridge area, including headquarters house, ranch commissary, equipment shed, barn and bunkhouse. 14-11-1 TL 101.

5. Swamp Ranch – Black Butte: The present day site of the Black Butte Ranch was part of the vast holdings of the Black Butte Land and Livestock Company in 1904. No buildings from the period exist. 14-9-10A, 10B, 15B, 15C, 16A, 21A, 21B, 21C, 22A, 22B.

6. Brothers School: Only one-room schoolhouse currently in use in Deschutes County, located on Highway 20 in Brothers. 20-18-00 TL 3200.

7. Bull Creek Dam: The Bull Creek Dam, a component of the Tumalo Irrigation Project was constructed in 1914 to form a water storage reservoir to increase the amount of irrigated acreage at Tumalo. It is a gravity type of overflow dam. Two cut off walls are extended into solid formation, one at the upper toe and the other at the lower toes of the concrete dam. The dam proper is about 17 feet high from the foundation, although the completed structure is about 25 feet. Located on Tumalo Reservoir-Market Road. 16-11-33 TL 2700 SW-¼; SW-¼.

8. Bull Creek Dam Bridge (Tumalo Irrigation Ditch Bridge): Built in 1914, the bridge, which spans the dam, consists of five continuous filled spandrel, barrel-type concrete deck arch spans, each 25 feet long. The concrete piers are keyed into notches in the arch structure. The structure is the oldest bridge in Deschutes County. On Tumalo Reserve-market Road. 16-11-33 TL 2700/ SW-¼; SW-¼.

9. Camp Abbot Site, Officers' Club: Officers' Club for former military camp, currently identified as Great Hall in Sunriver and used as a meeting hall. 20-11-5B TL 112.

10. Camp Polk Cemetery: One of the last remaining pioneer cemeteries, located off Camp Polk Road near Sisters. The site is composed of a tract of land, including gravestones and memorials, containing 2.112 acres in the Southwest Quarter of the Southeast Quarter of Section 27, Township 14 South, Range 10 E.W.M., TL 2100, described as follows: Beginning at a point North 20 degrees 06' 20" West 751 feet from the corner common to Sections 26, 27, 34 and 35 in Township 14 South Range 10 E.W.M. and running thence

South 88 degrees 30' West 460 feet; thence North 1 degree 30' East 460 feet; thence South 1 degree 30' 200 feet to the point of beginning.

11. Camp Polk Military Post Site: One of the oldest military sites in Deschutes County. Located on Camp Polk Cemetery Road. Site includes entire tax lots, listed as follows 14- 10-00 TL 2805 & 14-10-34 TL 100, 300.

12. Cloverdale School: School building in Cloverdale, located near 68515 George Cyrus Road. First building built in Cloverdale. 15-11-7 TL 600.

13. Eastern Star Grange: Grange hall for earliest grange organized in Deschutes County, located at 62850 Powell Butte Road. 17-13-19 TL 1900.

14. Enoch Cyrus Homestead Hay Station and Blacksmith Shop: The Enoch Cyrus Homestead was the original homestead of Oscar Maxwell, built in 1892 and purchased in 1900 by Enoch Cyrus. Important stage/store stop for early travelers. The homestead house, including a back porch and cistern, and the Blacksmith Shop are designated. 15-11-10 TL 700.

15. Fremont Meadow: A small natural meadow on Tumalo Creek in Section 34, Township 17 South, Range 11 East, lying within Shevlin Park. TL 5900. Campsite for 1843 Fremont expedition. 17-11-34 TL 5900.

16. Harper School: One-room schoolhouse, located west of South Century Drive, south of Sunriver, moved halfway between the Allen Ranch and the Vandevert Ranch from the former townsite of Harper. 20-11-17 TL 1200.

17. Improved Order of Redmond Cemetery: Historic cemetery used by residents of La Pine/Rosland area. Located on Forest Road 4270, east of Highway 97. A 40-acre parcel described as: The Southwest one-quarter of the Southeast one-quarter (SW-¼; SE-¼) Section 7, Township 22 south, Range 11, East of the Willamette Meridian, Deschutes County, Oregon.

18. Laidlaw Bank and Trust: One of the few remaining commercial buildings from the community of Laidlaw, located at 64697 Cook Avenue, Tumalo. 16-12-31A TL 2900.

19. La Pine Commercial Club: Building was built in 1912 as a community center, serving as a regular meeting place for civic organizations and occasionally served as a church. One of the oldest and continuously used buildings in La Pine. Located at 51518 Morrison Street, La Pine. 22-10-15AA TL 4600.

20. Lynch and Roberts Store Advertisement: Ad advertising sign painted on a soft volcanic ash surface. Only area example of early advertising on natural material. Lynch and Roberts established mercantile in Redmond in 1913. Roberts Field near Redmond was named for J.R. Roberts. Site includes the bluff. 14-12-00 TL 1501.

21. Maston Cemetery: One of the oldest cemeteries in County. Oldest grave marker is 1901. About one-half mile from site of Maston Sawmill and Homestead. Site includes the gravestones and memorials and the entire tax lot, identified as 22-09-00 TL 1800.

22. George Millican Ranch and Mill Site: Ranch established in 1886. Well dug at or near that date. Remains of vast cattle ranching empire. 19-15-33 TLs 100, 300.

23. George Millican Townsite: Town established 1913. Site includes store and garage buildings, which retain none of the architectural integrity from era. 19-15-33 TL 500.

24. Petersen Rock Gardens: The Petersen Rock Gardens consist of stone replicas and structures erected by Rasmus Petersen. A residence house and museum are part of the site. The site has been a tourist attraction for over 60 years. Located at 7930 SW 77th, Redmond. Site includes entire tax lot. 16-12-11 TL 400.

25. Pickett's Island: After originally settling in Crook County, Marsh Awbrey moved to Bend and then homesteaded on this island in the Deschutes River south of Tumalo. The site was an early ford for pioneers. Located in Deschutes River near Tumalo State Park. 17- 12-6 NE-¼ TL 100. Portion between Deschutes River and Old Bend Road is designated.

26. Rease (Paulina Prairie) Cemetery: Historic cemetery on Elizabeth Victoria Castle Rease and Denison Rease's homestead. Earliest known grave is of their son, George Guy Rease, born in 1879, who was also a homesteader on Paulina Prairie. George Guy Rease died of smallpox on the Caldwell Ranch on May 2, 1903. Other known burials are William Henry Caldwell, 1841-October 15, 1910, died on the Caldwell Ranch of injuries sustained on a cattle drive; Melvin Raper, 1892-1914, died in a tent of tuberculosis; Addie Laura Caldwell, 1909-November 16, 1918, died of the Spanish influenza epidemic; and Emma Nimtz Deedon, 1886-April 15, 1915, died of complications from a pregnancy. There are several unmarked graves. The cemetery is a county-owned one-acre parcel on the north edge of Paulina Prairie, two miles east of Highway 97. 210-11-29, SE-¼; NW-¼ TL 99.

27. Terrebonne Ladies Pioneer Club: The Club was organized in 1910. The building has been a community-meeting place since 1911. Located at 8334 11th Street, Terrebonne. 14-13- 16DC TL 700.

28. Tetherow House and Crossing: Site is an excellent example of an early Deschutes River crossing. Major route from Santiam Wagon Road to Prineville. Tetherow House was built in 1878. The Tetherows operated a toll bridge, store and livery stable for travelers. Oldest house in County. Site includes house and entire tax lot. 14-12-36A TL 4500.

29. Tumalo Creek – Diversion Dam The original headgate and diversion dam for the feed canal was constructed in 1914. The feed canal's purpose was to convey water from Tumalo Creek to the reservoir. The original headworks were replaced and the original 94.2 ft low overflow weir dam was partially removed in 2009/2010 to accommodate a new fish screen and fish ladder. The

remaining original structure is a 90 foot (crest length) section of dam of reinforced concrete. Tax Map 17-11-23, Tax Lot 800 & 1600.

30. Tumalo Community Church: The building is the oldest church in the County, built in 1905. It stands in the former town of Laidlaw, laid out in 1904. Located at 64671 Bruce Avenue, Tumalo. 16-12-31A TL 3900.

31. Tumalo Project Dam: Concrete core, earth-filled dam 75 feet high. First project by State of Oregon to use State monies for reclamation project. On Tumalo Creek. 16-11-29.

32. William P. Vandevert Ranch Homestead House: The Vandevert Ranch House stands on the east bank of the Little Deschutes River at 17600 Vandevert Road near Sunriver. The homestead was established in 1892, and has been recently relocated and renovated. Vandevert family history in the area spans 100 years. 20-11-18D TL 13800.

33. Kathryn Grace Clark Vandevert Grave: Kathryn Grace Vandevert, daughter of William P. Vandevert, died of influenza during the epidemic of 1918. Her grave is located across a pasture due south of the Vandevert House, 50 feet east of the Little Deschutes River. Site includes gravestone and fenced gravesite measuring is approximately 15 feet by 25 feet. 20-11-00 TL 1900.

34. Young School: Built in 1928, it is an excellent example of a rural "one-room" school which served homesteaders of the 1920s. Located on Butler Market Road. 17-13-19 TL 400.

35. Agnes Mae Allen Sottong and Henry J. Sottong House and Barn: House and barn are constructed with lumber milled on the property in a portable sawmill run by the Pine Forest Lumber Company in 1911. Henry was awarded homestead patent 7364 issued at The Dalles on Dec 1, 1904. Henry was president of the Mountain States Fox Farm. A flume on the Arnold Irrigation District is named the Sottong Flume. The structures are also associated with William Kuhn, a president of the Arnold Irrigation District; Edward and Margaret Uffelman, who were part of the group that privatized and developed the Hoo Doo Ski Resort; and Frank Rust Gilchrist, son of the founder of the town of Gilchrist and Gilchrist Mill and president of the Gilchrist Timber Company from the time of his father's death in 1956 to 1988. Frank R. Gilchrist served on the Oregon Board of Forestry under four governors and was appointed by the governors to serve as a member of the Oregon Parks and Recreation Advisory Committee. He served on the Oregon State University's Forest Products Research Lab and was a director and president of the National Forest Products Association. T18 R12 Section 22, 00 Tax lot 01600.

Inventory note: Unless otherwise indicated the inventoried site includes only the designated structure. No impact areas have been designated for any inventoried site or structure.

National Register Resources listed before February 23, 2017

36. Pilot Butte Canal: A gravity-flow irrigation canal constructed in 1904 that diverts 400 cubic feet of Deschutes River water per second. The canal conveys water through a 225- miles-long distribution system of successively narrower and shallower laterals and ditches on its way to those who hold water rights, serving about 20,711 acres by 1922. The canal was built in an area that had a population of 81 people when it was constructed. The historic district measures 7,435 feet long and encompasses 50 feet on either side of the canal centerline to create a 100-foot corridor. The district has a character-defining rocky, uneven bed, and highly irregular slopes, angles, cuts, and embankments.

37. Elk Lake Guard Station: A wagon road built in 1920 between Elk Lake and Bend sparked a wave of tourism around the scenic waterfront. To protect natural resources of the Deschutes National Forest and provide visitor information to guests, the Elk Lake Guard Station was constructed in 1929 to house a forest guard.

38. Deedon (Ed and Genvieve) Homestead: The homestead is located between the Deschutes River and the Little Deschutes River. All of the buildings were constructed between 1914 and 1915.

39. Gerking, Jonathan N.B. Homestead: Jonathan N.8. Gerking, "Father of the Tumalo Irrigation Project," played a crucial role in getting the project recognized and funded.

40. McKenzie Highway: The McKenzie Salt Springs and Deschutes Wagon Road, a predecessor to the modern McKenzie Highway, was constructed in the 1860s and 1870s.

41. Paulina Lake Guard Station: The station typifies the construction projects undertaken by the Civilian Conservation Corps and signifies the aid to the local community provided by the emergency work-relief program through employment of youth and experienced craftsmen, purchase of building materials and camp supplies, and personal expenditures of enrollees.

42. Paulina Lake I.O.O.F Organization Camp: The Paulina Lake I.0 .0 .F. Organization camp was constructed during the depression era and are the result of cooperative efforts by nonprofessional builders. Such camp buildings are important in Oregon's recreational history as an unusual expression of both its rustic style and its vernacular traditions.

43. Petersen Rock Gardens: The Petersen Rock Gardens consist of stone replicas and structures erected by Rasmus Petersen. The site has been a tourist attraction for over 60 years.

44. Rock O' the Range Bridge: Rock O' The Range is the only covered span east of the Cascades in Oregon. To gain access to his property, William Bowen instructed Maurice Olson – a local contractor – to build a bridge inspired by Lane County's Goodpasture Bridge.

45. Skyliners Lodge: The Skyliners are a Bend-based mountaineering club organized in 1927. In 1935, the group started building the Skyliners Lodge with help from the Deschutes National Forest, the Economic Recovery Act and the City of Bend.

46. Santiam Wagon Road: The Santiam Wagon Road went from Sweet Home to Cache Creek Toll Station. The road was conceived of in 1859 to create a route across the Cascades. By the 1890s, the road had become a major trade route.

47. Wilson, William T.E. Homestead: This homestead house was built in 1903 and has an "American Foursquare" architectural style.

National Register Resources listed on / after February 23, 2017

48. Central Oregon Canal: A gravity-flow irrigation canal constructed in 1905 and enlarged in 1907 and 1913. The canal retains its impressive historic open, trapezoidal shape, dimensions and characteristics. It is characterized by the volcanic rock flows, native materials, rocky bed and sides, and its hurried hand-hewn workmanship. The historic district is 3.4 miles long, crossing rural land between the Ward Road Bridge on the western edge and the Gosney Road Bridge on the eastern edge. In the historic district, the canal ranges in width from 34' to 78', averaging around 50', and

its depth varies from 1' to 9', averaging around 4' deep, depending on the amount of volcanic lava flows encountered, the terrain, and slope. The canal through the historic district carries nearly the full amount of water diverted from the Deschutes River, 530 cubic feet per second during the irrigation season, April through October. The historic district encompasses 50' on either side of the canal centerline to create a 100' corridor that includes the whole of the easement held by COID, and all the contributing resources. (Date listed: 03/18/2019)

Section 5.10 Goal Exception Statements

Background

The purpose of this section is to identify the lands where Deschutes County demonstrated an exception to meeting the requirements of the Statewide Planning Goals. The intent of goal exceptions is to allow some flexibility in rural areas under strictly defined circumstances. Goal exceptions are defined and regulated by Statewide Planning Goal 2 and Oregon Administrative Rule 660-004 (excerpt below).

> *660-004-0000(2) An exception is a decision to exclude certain land from the requirements of one or more applicable statewide goals in accordance with the process specified in Goal 2, Part II, Exceptions. The documentation for an exception must be set forth in a local government's comprehensive plan. Such documentation must support a conclusion that the standards for an exception have been met.*

Statewide Planning Goals with Deschutes County Exceptions

- Goal 3 Agricultural Lands
- Goal 4 Forest Lands
- Goal 11 Public Facilities and Services
- Goal 14 Urbanization

Three types of exceptions are permitted by Oregon Administrative Rule 660-004

- Irrevocably committed
- Physically developed
- Reasons

The summary below identifies approved goal exceptions and identifies the adopting ordinance for those interested in further information. The ordinances listed are incorporated by reference into this Plan.

1979 Exceptions

Comprehensive Plan entire County – PL 20 - 1979

During the preparation of the 1979 Comprehensive Plan it was apparent that many rural lands had already received substantial development and were committed to non-resource uses. Areas were examined and identified where Goal 3 and 4 exceptions were taken. At this time exceptions to Goals 11 and 14 were not required.

The total area excepted was 41,556 acres. These lands were residentially developed, committed to development or needed for rural service centers.

Additional Exceptions

Bend Municipal Airport – Ordinances 80-203, 1980 and 80-222, 1980

The Bend Municipal Airport received an exception to Goal 3 to allow for the necessary and expected use of airport property.

La Pine UUC Boundary – Ordinance 98-001, 1998
Exceptions to Goals 3, 11 and 14 were taken to allow lands to be included in the La Pine UUC boundary and planned and zoned for commercial use.

Spring River Rural Service Center – Ordinances 90-009, 1990; 90-010, 1990; 96-022, 1996; 96-045,1996
A reasons exception was taken to Goal 14 to allow the establishment of the Spring River Rural Service Center on residentially designated lands.

Burgess Road and Highway 97 – Ordinance 97-060, 1997
An exception was taken to Goal 4 to allow for road improvements.

Rural Industrial Zone – Ordinances 2010-030, 2010; 2009-007, 2009
Two separate ordinances for rural industrial uses. The 2009 exception included an irrevocably committed exception to Goal 3 and a reasons exception to Goal 14 with a Limited Use Combining Zone for storage, crushing, processing, sale and distribution of minerals. The 2010 exception took a reasons exception to Goal 14 with a Limited Use Combing Zone for storage, crushing, processing, sale and distribution of minerals.

Prineville Railway – Ordinance 98-017
An exception was taken to Goal 3 to accommodate the relocation of the Redmond Railway Depot and the use of the site for an historic structure to be utilized in conjunction with the Crooked River Dinner Train operations.

Resort Communities – Ordinance 2001-047, 2001
An exception was taken to Goal 4 for Black Butte Ranch and Inn of the 7th Mountain/Widgi Creek during the designation of those communities as Resort Communities under OAR 660- 22.

Barclay Meadows Business Park – Ordinance 2003-11, 2003
A reasons exception was taken to Goal 3 to include certain property within the Sisters Urban Growth Boundary.

Sisters School District # 6 – Ordinance 2003-11, 2003
A reasons exception was taken to Goal 3 to include certain property within the Sisters Urban Growth Boundary.

Sisters Organization of Activities and Recreation and Sisters School District #6 – Ordinance 2003-017, 2003
A reasons exception was taken to Goal 4 to include certain property within the Sisters Urban Growth Boundary.

Oregon Water Wonderland Unit 2 Sewer District – Ordinances 2010-015, 2010; 2003-015, 2003
A reasons exception was taken to Goals 4 and 11 to allow uses approved by the Board of County Commissioners in PA-02-5 and ZC-02-3 as amended by PA-09-4.

City of Bend Urban Growth Boundary Amendment (Juniper Ridge) – Ordinance 97-060. 1997
An exception was taken to Goal 3 to allow an amendment of the Bend Urban Growth Boundary to incorporate 513 acres for industrial uses.

Joyce Coats Revocable Trust Johnson Road and Tumalo Reservoir Road Properties – Ordinance 2005- 015, 2005

An irrevocably committed exception was taken to Goal 3 to allow a change of comprehensive plan designation from Surface Mining to Rural Residential Exception Area and zoning from Surface Mining to Multiple Use Agriculture for Surface Mine Sites 306 and 307.

Watson/Generation Development inc – Ordinance 2005-015

An exception was taken to Goal 3 to include a portion of agricultural property.

Oregon Department of Transportation – Ordinance 2005-019, 2005

An exception was taken to Goal 3 to include a portion of agricultural property.

Conklin/Eady Property – Ordinance 2005-035, 2005

An exception was taken to Goal 3 to include a portion of agricultural property.

City of Sisters Property – Ordinance 2005-037, 2005

An exception was taken to Goal 4 to include a portion of forest property.

McKenzie Meadows Property – Ordinance 2005-039, 2005

An exception was taken to Goal 4 to include a portion of forest property.

Bend Metro Park and Recreation District Properties – Ordinance 2006-025

A reasons exception was taken to Goal 3 to include a portion of agricultural property.

Harris and Nancy Kimble Property and Portion of CLR, Inc Property A.K.A. the Klippel Pit Property – Ordinance 2008-001, 2008

An irrevocably committed exception was taken to Goal 3 to allow reclassification and zoning from Surface Mine to Rural Residential Exception Area and Rural Residential 10 acre for Surface Mine Site 294.

Sunriver Service District, Sunriver Fire Department – Ordinance 2014-021, 2014

A reasons exception was taken to Goal 4 to include a portion of forest property. To ensure that the uses in the Sunriver Utility District Zone on the approximate 4.28 acre site of Tax Lot 102 on Deschutes County Assessor's Map 19-11-00 are limited in nature and scope to those justifying the exception to Goal 4 for the site, the Sunriver Forest (SUF) zoning on the subject site shall be subject to a Limited Use Combining Zone, which will limit the uses on the subject site to a fire training facility and access road for the Sunriver Service District and Sunriver Fire Department.

Frances Ramsey Trust Property – Ordinance 2014-027, 2014

An "irrevocably committed" exception was taken to Goal 14 to allow for reclassification and rezoning from agricultural property to Rural Industrial for a 2.65 acre portion of a parcel zoned EFU/RI.

Section 5.11 - Goal 5 Adopted Ordinances

As noted in Chapter 5 of this Plan, adopted and acknowledged Goal 5 inventories, ESEEs and programs are retained in this Plan. Generally the Goal 5 inventories and ESEEs were adopted into the previous Comprehensive Plan or Resource Element and the Goal 5 programs were adopted into the Zoning Code. The County does not have a complete listing of Goal 5 inventory and ESEE ordinances, but will continue to research those ordinances. The following list is a start in listing all Goal 5 ordinances that are retained in this Plan.

- 80-203 Misc. Goal 5
- 85-001 Geothermal Resources
- 86-019 Deschutes River Corridor
- 90-025 Mining
- 90-028 Mining
- 90-029 Mining
- 92-018 Historic and Cultural
- 92-033 Open Space, LM
- 92-040 Fish and Wildlife
- 92-041 Fish and Wildlife (wetlands and riparian)
- 92-045 Wetlands RE
- 92-051 Misc. including Goal 5
- 92-052 Misc. Goal 5
- 92-067 Mining
- 93-003 Misc. Goal 5
- 94-003 Misc. Goal 5
- 94-006 Historic and Cultural
- 94-007 Wetlands and Riparian areas
- 94-050 Mining
- 95-038 Misc. Goal 5
- 95-041 Mining
- 96-076 Mining
- 99-019 Mining
- 99-028 Mining
- 2001-027 Mining
- 2001-038 Mining
- 2001-047 Mining
- 2001-018 Fish and Wildlife
- 2003-019 Mining
- 2005-025 Historic and Cultural
- 2005-031 Mining
- 2007-013 Mining
- 2008-001 Mining
- 2011-008 South Deschutes County LWI
- 2011-014 Mining

Section 5.12 - Legislative History

Background

This section contains the legislative history of this Comprehensive Plan.

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
2011-003	8-10-11/11-9-11	All, except Transportation, Tumalo and Terrebonne Community Plans, Deschutes Junction, Destination Resorts and ordinances adopted in 2011	Comprehensive Plan update
2011-027	10-31-11/11-9-11	2.5, 2.6, 3.4, 3.10, 3.5, 4.6, 5.3, 5.8, 5.11, 23.40A, 23.40B, 23.40.065, 23.01.010	Housekeeping amendments to ensure a smooth transition to the updated Plan
2012-005	8-20-12/11-19-12	23.60, 23.64 (repealed), 3.7 (revised), Appendix C (added)	Updated Transportation System Plan
2012-012	8-20-12/8-20-12	4.1, 4.2	La Pine Urban Growth Boundary
2012-016	12-3-12/3-4-13	3.9	Housekeeping amendments to Destination Resort Chapter
2013-002	1-7-13/1-7-13	4.2	Central Oregon Regional Large-lot Employment Land Need Analysis
2013-009	2-6-13/5-8-13	1.3	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2013-012	5-8-13/8-6-13	23.01.010	Comprehensive Plan Map Amendment, including certain property within City of Bend Urban Growth Boundary
2013-007	5-29-13/8-27-13	3.10, 3.11	Newberry Country: A Plan for Southern Deschutes County
2013-016	10-21-13/10-21-13	23.01.010	Comprehensive Plan Map Amendment, including certain property within City of Sisters Urban Growth Boundary
2014-005	2-26-14/2-26-14	23.01.010	Comprehensive Plan Map Amendment, including certain property within City of Bend Urban Growth Boundary
2014-012	4-2-14/7-1-14	3.10, 3.11	Housekeeping amendments to Title 23.
2014-021	8-27-14/11-25-14	23.01.010, 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from Sunriver Urban Unincorporated Community Forest to Sunriver Urban Unincorporated Community Utility

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
2014-021	8-27-14/11-25-14	23.01.010, 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from Sunriver Urban Unincorporated Community Forest to Sunriver Urban Unincorporated Community Utility
2014-027	12-15-14/3-31-15	23.01.010, 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Industrial
2015-021	11-9-15/2-22-16	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Surface Mining.
2015-029	11-23-15/11-30-15	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Tumalo Residential 5-Acre Minimum to Tumalo Industrial
2015-018	12-9-15/3-27-16	23.01.010, 2.2, 4.3	Housekeeping Amendments to Title 23.
2015-010	12-2-15/12-2-15	2.6	Comprehensive Plan Text and Map Amendment recognizing Greater Sage-Grouse Habitat Inventories
2016-001	12-21-15/04-5-16	23.01.010; 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from, Agriculture to Rural Industrial (exception area)
2016-007	2-10-16/5-10-16	23.01.010; 5.10	Comprehensive Plan Amendment to add an exception to Statewide Planning Goal 11 to allow sewers in unincorporated lands in Southern Deschutes County
2016-005	11-28-16/2-16-17	23.01.010, 2.2, 3.3	Comprehensive Plan Amendment recognizing non- resource lands process allowed under State law to change EFU zoning
2016-022	9-28-16/11-14-16	23.01.010, 1.3, 4.2	Comprehensive plan Amendment, including certain property within City of Bend Urban Growth Boundary
2016-029	12-14-16/12/28/16	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from, Agriculture to Rural Industrial
2017-007	10-30-17/10-30-17	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2018-002	1-3-18; 1-25-18	23.01, 2.6	Comprehensive Plan Amendment permitting churches in the Wildlife Area Combining Zone
2018-006	7-23-18/7-23-18	23.01.010, 5.8, 5.9	Housekeeping Amendments correcting tax lot numbers in Non-Significant Mining Mineral and Aggregate Inventory; modifying Goal 5 Inventory of Cultural and Historic Resources

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
2018-011	9-12-18/12-11-18	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2018-005	9-19-18/10-10-18	23.01.010, 2.5, Tumalo Community Plan, Newberry Country Plan	Comprehensive Plan Map Amendment, removing Flood Plain Comprehensive Plan Designation; Comprehensive Plan Amendment adding Flood Plain Combining Zone purpose statement.
2018-008	9-26-18/10-26-18	23.01.010, 3.4	Comprehensive Plan Amendment allowing for the potential of new properties to be designated as Rural Commercial or Rural Industrial
2019-002	1-2-19/4-2-19	23.01.010, 5.8	Comprehensive Plan Map Amendment changing designation of certain property from Surface Mining to Rural Residential Exception Area; Modifying Goal 5 Mineral and Aggregate Inventory; Modifying Non-Significant Mining Mineral and Aggregate Inventory
2019-001	1-16-19/4-16-19	1.3, 3.3, 4.2, 5.10, 23.01	Comprehensive Plan and Text Amendment to add a new zone to Title 19: Westside Transect Zone.
2019-003	02-12-19/03-12-19	23.01.010, 4.2	Comprehensive Plan Map Amendment changing designation of certain property from Agriculture to Redmond Urban Growth Area for the Large Lot Industrial Program
2019-004	02-12-19/03-12-19	23.01.010, 4.2	Comprehensive Plan Map Amendment changing designation of certain property from Agriculture to Redmond Urban Growth Area for the expansion of the Deschutes County Fairgrounds and relocation of Oregon Military Department National Guard Armory.
2019-011	05-01-19/05-16/19	23.01.010, 4.2	Comprehensive Plan Map Amendment to adjust the Bend Urban Growth Boundary to accommodate the refinement of the Skyline Ranch Road alignment and the refinement of the West Area Master Plan Area 1 boundary. The ordinance also amends the Comprehensive Plan designation of Urban Area Reserve for those lands leaving the UGB.
2019-006	03-13-19/06-11-19	23.01.010,	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
2019-016	11-25-19/02-24-20	23.01.01, 2.5	Comprehensive Plan and Text amendments incorporating language from DLCD's 2014 Model Flood Ordinance and Establishing a purpose statement for the Flood Plain Zone.
2019-019	12-11-19/12-11-19	23.01.01, 2.5	Comprehensive Plan and Text amendments to provide procedures related to the division of certain split zoned properties containing Flood Plain zoning and involving a former or piped irrigation canal.
2020-001	1-8-20/4-20-20	23.01.01, 2.6, 3.5, 5.2	Comprehensive Plan and Text amendments relating to Religious Institutions to ensure compliance with RLUIPA.
2020-002	2-26-20/5-26-20	23.01.01, 4.2, 5.2	Comprehensive Plan Map Amendment to adjust the Redmond Urban Growth Boundary through an equal exchange of land to/from the Redmond UGB. The exchange property is being offered to better achieve land needs that were detailed in the 2012 SB 1544 by providing more development ready land within the Redmond UGB. The ordinance also amends the Comprehensive Plan designation of Urban Area Reserve for those lands leaving the UGB.
2020-003	02-26-20/05-26-20	23.01.01, 5.10	Comprehensive Plan Amendment with exception to Statewide Planning Goal 11 (Public Facilities and Services) to allow sewer on rural lands to serve the City of Bend Outback Water Facility.
2020-008	06-24-20/09-22-20	23.01.010, Appendix C	Comprehensive PlanTransportation System Plan Amendment to add roundabouts at US 20/Cook-O.B. Riley and US 20/Old Bend-Redmond Hwy intersections; amend Tables 5.3.T1 and 5.3.T2 and amend TSP text.
2020-007	07-29-20/10-27-20	23.01.010, 2.6	Housekeeping Amendments correcting references to two Sage Grouse ordinances.
2020-006	08-12-20/11-10-20	23.01.01, 2.11, 5.9	Comprehensive Plan and Text amendments to update the County's Resource List and Historic Preservation Ordinance to comply with the State Historic Preservation Rule.
2020-009	08-19-20/11-17-20	23.01.010, Appendix C	Comprehensive Plan Transportation System Plan Amendment to add reference to J turns on US 97 raised median between Bend and Redmond; delete language about disconnecting Vandevert Road from US 97.

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
2020-013	08-26-20/11/24/20	23.01.01, 5.8	Comprehensive Plan Text And Map Designation for Certain Properties from Surface Mine (SM) and Agriculture (AG) To Rural Residential Exception Area (RREA) and Remove Surface Mining Site 461 from the County's Goal 5 Inventory of Significant Mineral and Aggregate Resource Sites.
2021-002	01-27-21/04-27-21	23.01.01	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) To Rural Industrial (RI)
2021-005	06-16-21/06-16-21	23.01.01, 4.2	Comprehensive Plan Map Amendment Designation for Certain Property from Agriculture (AG) To Redmond Urban Growth Area (RUGA) and text amendment
2021-008	06-30-21/09-28-21	23.01.01	Comprehensive Plan Map Amendment Designation for Certain Property Adding Redmond Urban Growth Area (RUGA) and Fixing Scrivener's Error in Ord. 2020-022
2022-001	04-13-22/07-12-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2022-003	04-20-22/07-19-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2022-006	06-22-22/08-19-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Rural Residential Exception Area (RREA) to Bend Urban Growth Area
2022-011	07-27-22/10-25-22	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) To Rural Industrial (RI)
2023-001	03-01-23/05-30-23	23.01.010, 5.9	Housekeeping Amendments correcting the location for the Lynch and Roberts Store Advertisement, a designated Cultural and Historic Resource
2023-007	04-26-23/6-25-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2023-010	06-21-23/9-17-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2023-018	08-30-23/11-28-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
2023-015	9-13-23/12-12-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Industrial (RI)
2023-025	11-29-23/2-27-24	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Rural Residential Exception Area (RREA) to Bend Urban Growth Area
2024-001	01-31-24/4-30-24	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2023-016	5-8-24/8-6-24	23.01(BM) (added), 4.7 (amended), Appendix B (replaced)	Updated Tumalo Community Plan
2023-017	3-20-24/6-20-24	23.01(D) (repealed), 23.01(BJ) (added), 3.7 (amended), Appendix C (replaced)	Updated Transportation System Plan
2024-003	2-21-24/5-21-24	23.01.010, 5.8	Comprehensive Plan Map Amendment, changing designation of certain property from Surface Mining (SM) to Rural Residential Exception Area (RREA); Modifying Goal 5 Mineral and Aggregate Inventory
2024-007	10-02-24/12-31-24 (superseded by Ord. 2025-007)	23.01(A)(repealed) 23.01(BK)(added)	Repeal and Replacement of 2030 Comprehensive Plan with 2040 Comprehensive Plan
2024-010	10-16-24/01-14-25	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2024-011	11-18-24/02-17-25	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Redmond Urban Growth Area (RUGA)
2024-012	1-8-25/4-8-25	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2025-001	2-5-25/2-5-25	23.01.010	Comprehensive Plan and Zoning Map Amendment updating the Greater Sage-Grouse Area Combining Zone boundary.
2025-003	4-2-25/7-1-25	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Industrial (RI)
2025-010	6-25-25/9-23-25	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
2025-007	x-xx-xx/x-x-xx	23.01(BU)	Amendments to Comprehensive Plan resulting from Deschutes County 2040 Update process.

Section 5.12 - Legislative History – August 6, 2025

Background

This section contains the legislative history of this Comprehensive Plan.

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
2011-003	8-10-11/11-9-11	All, except Transportation, Tumalo and Terrebonne Community Plans, Deschutes Junction, Destination Resorts and ordinances adopted in 2011	Comprehensive Plan update
2011-027	10-31-11/11-9-11	2.5, 2.6, 3.4, 3.10, 3.5, 4.6, 5.3, 5.8, 5.11, 23.40A, 23.40B, 23.40.065, 23.01.010	Housekeeping amendments to ensure a smooth transition to the updated Plan
2012-005	8-20-12/11-19-12	23.60, 23.64 (repealed), 3.7 (revised), Appendix C (added)	Updated Transportation System Plan
2012-012	8-20-12/8-20-12	4.1, 4.2	La Pine Urban Growth Boundary
2012-016	12-3-12/3-4-13	3.9	Housekeeping amendments to Destination Resort Chapter
2013-002	1-7-13/1-7-13	4.2	Central Oregon Regional Large-lot Employment Land Need Analysis
2013-009	2-6-13/5-8-13	1.3	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2013-012	5-8-13/8-6-13	23.01.010	Comprehensive Plan Map Amendment, including certain property within City of Bend Urban Growth Boundary
2013-007	5-29-13/8-27-13	3.10, 3.11	Newberry Country: A Plan for Southern Deschutes County
2013-016	10-21-13/10-21-13	23.01.010	Comprehensive Plan Map Amendment, including certain property within City of Sisters Urban Growth Boundary
2014-005	2-26-14/2-26-14	23.01.010	Comprehensive Plan Map Amendment, including certain property within City of Bend Urban Growth Boundary
2014-012	4-2-14/7-1-14	3.10, 3.11	Housekeeping amendments to Title 23.
2014-021	8-27-14/11-25-14	23.01.010, 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from Sunriver Urban Unincorporated Community Forest to Sunriver Urban Unincorporated Community Utility

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
2014-021	8-27-14/11-25-14	23.01.010, 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from Sunriver Urban Unincorporated Community Forest to Sunriver Urban Unincorporated Community Utility
2014-027	12-15-14/3-31-15	23.01.010, 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Industrial
2015-021	11-9-15/2-22-16	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Surface Mining.
2015-029	11-23-15/11-30-15	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Tumalo Residential 5-Acre Minimum to Tumalo Industrial
2015-018	12-9-15/3-27-16	23.01.010, 2.2, 4.3	Housekeeping Amendments to Title 23.
2015-010	12-2-15/12-2-15	2.6	Comprehensive Plan Text and Map Amendment recognizing Greater Sage-Grouse Habitat Inventories
2016-001	12-21-15/04-5-16	23.01.010; 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from, Agriculture to Rural Industrial (exception area)
2016-007	2-10-16/5-10-16	23.01.010; 5.10	Comprehensive Plan Amendment to add an exception to Statewide Planning Goal 11 to allow sewers in unincorporated lands in Southern Deschutes County
2016-005	11-28-16/2-16-17	23.01.010, 2.2, 3.3	Comprehensive Plan Amendment recognizing non- resource lands process allowed under State law to change EFU zoning
2016-022	9-28-16/11-14-16	23.01.010, 1.3, 4.2	Comprehensive plan Amendment, including certain property within City of Bend Urban Growth Boundary
2016-029	12-14-16/12/28/16	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from, Agriculture to Rural Industrial
2017-007	10-30-17/10-30-17	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2018-002	1-3-18; 1-25-18	23.01, 2.6	Comprehensive Plan Amendment permitting churches in the Wildlife Area Combining Zone
2018-006	7-23-18/7-23-18	23.01.010, 5.8, 5.9	Housekeeping Amendments correcting tax lot numbers in Non-Significant Mining Mineral and Aggregate Inventory; modifying Goal 5 Inventory of Cultural and Historic Resources

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
2018-011	9-12-18/12-11-18	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2018-005	9-19-18/10-10-18	23.01.010, 2.5, Tumalo Community Plan, Newberry Country Plan	Comprehensive Plan Map Amendment, removing Flood Plain Comprehensive Plan Designation; Comprehensive Plan Amendment adding Flood Plain Combining Zone purpose statement.
2018-008	9-26-18/10-26-18	23.01.010, 3.4	Comprehensive Plan Amendment allowing for the potential of new properties to be designated as Rural Commercial or Rural Industrial
2019-002	1-2-19/4-2-19	23.01.010, 5.8	Comprehensive Plan Map Amendment changing designation of certain property from Surface Mining to Rural Residential Exception Area; Modifying Goal 5 Mineral and Aggregate Inventory; Modifying Non-Significant Mining Mineral and Aggregate Inventory
2019-001	1-16-19/4-16-19	1.3, 3.3, 4.2, 5.10, 23.01	Comprehensive Plan and Text Amendment to add a new zone to Title 19: Westside Transect Zone.
2019-003	02-12-19/03-12-19	23.01.010, 4.2	Comprehensive Plan Map Amendment changing designation of certain property from Agriculture to Redmond Urban Growth Area for the Large Lot Industrial Program
2019-004	02-12-19/03-12-19	23.01.010, 4.2	Comprehensive Plan Map Amendment changing designation of certain property from Agriculture to Redmond Urban Growth Area for the expansion of the Deschutes County Fairgrounds and relocation of Oregon Military Department National Guard Armory.
2019-011	05-01-19/05-16/19	23.01.010, 4.2	Comprehensive Plan Map Amendment to adjust the Bend Urban Growth Boundary to accommodate the refinement of the Skyline Ranch Road alignment and the refinement of the West Area Master Plan Area 1 boundary. The ordinance also amends the Comprehensive Plan designation of Urban Area Reserve for those lands leaving the UGB.
2019-006	03-13-19/06-11-19	23.01.010,	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
2019-016	11-25-19/02-24-20	23.01.01, 2.5	Comprehensive Plan and Text amendments incorporating language from DLCD's 2014 Model Flood Ordinance and Establishing a purpose statement for the Flood Plain Zone.
2019-019	12-11-19/12-11-19	23.01.01, 2.5	Comprehensive Plan and Text amendments to provide procedures related to the division of certain split zoned properties containing Flood Plain zoning and involving a former or piped irrigation canal.
2020-001	1-8-20/4-20-20	23.01.01, 2.6, 3.5, 5.2	Comprehensive Plan and Text amendments relating to Religious Institutions to ensure compliance with RLUIPA.
2020-002	2-26-20/5-26-20	23.01.01, 4.2, 5.2	Comprehensive Plan Map Amendment to adjust the Redmond Urban Growth Boundary through an equal exchange of land to/from the Redmond UGB. The exchange property is being offered to better achieve land needs that were detailed in the 2012 SB 1544 by providing more development ready land within the Redmond UGB. The ordinance also amends the Comprehensive Plan designation of Urban Area Reserve for those lands leaving the UGB.
2020-003	02-26-20/05-26-20	23.01.01, 5.10	Comprehensive Plan Amendment with exception to Statewide Planning Goal 11 (Public Facilities and Services) to allow sewer on rural lands to serve the City of Bend Outback Water Facility.
2020-008	06-24-20/09-22-20	23.01.010, Appendix C	Comprehensive Plan Transportation System Plan Amendment to add roundabouts at US 20/Cook-O.B. Riley and US 20/Old Bend-Redmond Hwy intersections; amend Tables 5.3.T1 and 5.3.T2 and amend TSP text.
2020-007	07-29-20/10-27-20	23.01.010, 2.6	Housekeeping Amendments correcting references to two Sage Grouse ordinances.
2020-006	08-12-20/11-10-20	23.01.01, 2.11, 5.9	Comprehensive Plan and Text amendments to update the County's Resource List and Historic Preservation Ordinance to comply with the State Historic Preservation Rule.
2020-009	08-19-20/11-17-20	23.01.010, Appendix C	Comprehensive Plan Transportation System Plan Amendment to add reference to J turns on US 97 raised median between Bend and Redmond; delete language about disconnecting Vandevert Road from US 97.

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
2020-013	08-26-20/11/24/20	23.01.01, 5.8	Comprehensive Plan Text And Map Designation for Certain Properties from Surface Mine (SM) and Agriculture (AG) To Rural Residential Exception Area (RREA) and Remove Surface Mining Site 461 from the County's Goal 5 Inventory of Significant Mineral and Aggregate Resource Sites.
2021-002	01-27-21/04-27-21	23.01.01	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) To Rural Industrial (RI)
2021-005	06-16-21/06-16-21	23.01.01, 4.2	Comprehensive Plan Map Amendment Designation for Certain Property from Agriculture (AG) To Redmond Urban Growth Area (RUGA) and text amendment
2021-008	06-30-21/09-28-21	23.01.01	Comprehensive Plan Map Amendment Designation for Certain Property Adding Redmond Urban Growth Area (RUGA) and Fixing Scrivener's Error in Ord. 2020-022
2022-001	04-13-22/07-12-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2022-003	04-20-22/07-19-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2022-006	06-22-22/08-19-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Rural Residential Exception Area (RREA) to Bend Urban Growth Area
2022-011	07-27-22/10-25-22 (superseded by Ord. 2023-015)	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) To Rural Industrial (RI)
2023-001	03-01-23/05-30-23	23.01.010, 5.9	Housekeeping Amendments correcting the location for the Lynch and Roberts Store Advertisement, a designated Cultural and Historic Resource
2023-007	04-26-23/6-25-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2023-010	06-21-23/9-17-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2023-018	08-30-23/11-28-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
2023-015	9-13-23/12-12-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Industrial (RI)
2023-025	11-29-23/2-27-24	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Rural Residential Exception Area (RREA) to Bend Urban Growth Area
2024-001	01-31-24/4-30-24	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA
2023-016	5-8-24/8-6-24	23.01(BM) (added), 4.7 (amended), Appendix B (replaced)	Updated Tumalo Community Plan
2023-017	3-20-24/6-20-24	23.01(D) (repealed), 23.01(BJ) (added), 3.7 (amended), Appendix C (replaced)	Updated Transportation System Plan
2024-003	2-21-24/5-21-24	23.01.010, 5.8	Comprehensive Plan Map Amendment, changing designation of certain property from Surface Mining (SM) to Rural Residential Exception Area (RREA); Modifying Goal 5 Mineral and Aggregate Inventory
2024-007	10-02-24/12-31-24 (superseded by Ord. 2025-007)	23.01(A)(repealed) 23.01(BK) (added)	Repeal and Replacement of 2030 Comprehensive Plan with 2040 Comprehensive Plan
2024-010	10-16-24/01-14-25	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2024-011	11-18-24/02-17-25	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Redmond Urban Growth Area (RUGA)
2024-012	1-8-25/4-8-25	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2025-001	2-5-25/2-5-25	23.01.010	Comprehensive Plan and Zoning Map Amendment updating the Greater Sage-Grouse Area Combining Zone boundary.
2025-003	4-2-25/7-1-25	23.01.010	Comprehensive Plan Designation for Certain Property from Agriculture (AG) to Rural Industrial (RI)
2025-010	6-25-25/9-23-25	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
2025-007	x-xx-xx/x-x-xx	23.01(BU)	Amendments to Comprehensive Plan resulting from Deschutes County 2040 Update process.

COMMUNITY DEVELOPMENT

STAFF FINDINGS

FILE NUMBER(S): 247-25-000145-PA

APPLICANT: Deschutes County Planning Division

REQUEST: Amendments to 2011 Comprehensive Plan following from Deschutes 2040 Comprehensive Plan Update process.[Base Zones and/or Overlay Zone(s)]

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RECORD: Record items can be viewed and downloaded from:
https://bit.ly/Deschutes2040Reconsideration

I. APPLICABLE CRITERIA

Deschutes County Code (DCC)
Title 22, Deschutes County Development Procedures Ordinance
Chapter 22.012, Legislative Procedures
Oregon Administrative Rule (OAR)
OAR 660-015, Statewide Planning Goals and Guidelines

II. BASIC FINDINGS

PROPOSAL
This is a legislative plan and text amendment to amend the 2011 Deschutes County Comprehensive Plan to reorganize certain Plan provisions and to incorporate new information following the Deschutes 2040 Comprehensive Plan Update process. The proposal does not seek to replace the Tumalo Community Plan, Terrebonne Community Plan, Newberry Country Plan, or the Transportation System Plan. This proposal does not include any amendments to the County's Goal 5 Inventory. The proposal does not include any Comprehensive Plan or Zoning Map amendments.

BACKGROUND
The Board of County Commissioners (Board) initiated the process to update the County's Comprehensive Plan in November 2021. Staff worked extensively with the project consultant,

Moore Iacofano and Goltsman (MIG, Inc.), on creating a project scope and budget . Over the course of 18 months, staff conducted widespread community engagement and analysis of existing conditions and projected trends. This in turn, informed updates to chapter narrative, goal, and policy language to provide an up-to-date approach to managing growth and development in rural Deschutes County.

On October 2, 2024, the Board voted 2-1 to adopt Ordinance 2024-007, repealing and replacing the 2011 Deschutes County Comprehensive Plan ("2011 Plan") with the 2040 Plan (file no. 247-23-000644-PA). The decision was subsequently appealed by Central Oregon Landwatch (COLW) to the Land Use Board of Appeals (LUBA).

On February 20, 2025, the County received the *Petitioner's Brief* from COLW outlining its areas of concern within the adopted 2040 Plan. Staff determined that new issues were raised in the *Petitioner's Brief* that were not previously discussed at the local level. Oregon Revised Statute (ORS) 197.835(3) and 197.797, also known as the "raise it or waive it" doctrine, do not apply to legislative proceedings, therefore, parties are not required to raise all arguments during the local hearings process to preserve those issues for appeal

ORS and Oregon Administrative Rule allow local governments to reconsider a legislative decision in response to new issues raised in LUBA appeals. The reconsideration process was initiated by the Board through Order No. 2025-004 in March 2025, and confirmed by LUBA Order No 2024-080 issued on March 12, 2025. The Board held *limited de novo* hearings to gather additional testimony relating to the issues identified in the *Petitioner's Brief* on April 23 and May 21, with the written record closing on May 28.

On July 21, 2025, the Board reopened the written record through Order No. 2025-030, to allow new testimony related to cluster and planned developments. The County is required to complete the hearing process and file a reconsideration decision by September 8, 2025.

REVIEW CRITERIA

Deschutes County lacks specific criteria in DCC Titles 18, 22, or 23 for reviewing a legislative plan and text amendment. Nonetheless, since Deschutes County initiated amendment of the 2011 Comprehensive Plan, the County bears the responsibility for justifying that the amendments are consistent with Statewide Planning Goals and the County's Comprehensive Plan.

The 2040 Plan amends the County's acknowledged 2011 Comprehensive Plan. Staff has utilized this amendment process to propose reorganization of the document for readability and to integrate new information and community feedback, where possible. Much of the 2011 Comprehensive Plan goal and policy language remains unchanged, as noted in the redlined version of the document. The 2040 Plan is not adopted as part of periodic review , as described in ORS 197.629 and OAR 660-025-0035.

Staff initiated the Plan Update process to provide opportunities for the incorporation of new information and the Board's consideration of goal and policy updates and amendments following public participation. Policies carried over from the 2011 Plan verbatim, although reorganized in the

2040 Plan, are presumed to remain consistent with statewide planning goals, statutes, and rules, as acknowledged by the Department of Land Conservation and Development (DLCD). c.

III. FINDINGS & CONCLUSIONS

CHAPTER 22.12, LEGISLATIVE PROCEDURES

Section 22.12.010.
Hearing Required

FINDING: This criterion is met. Public hearings were held before the Deschutes County Planning Commission on October 26, November 9, and December 14, 2023, and before the Board of County Commissioners on April 10, April 23, April 30, and May 8, 2024, allowing for ample opportunity for public testimony to be gathered. Reconsideration hearings were held before the Board on April 23 and May 21, 2025.

Section 22.12.020, Notice
Notice
A. Published Notice

1. ***Notice of a legislative change shall be published in a newspaper of general circulation in the county at least 10 days prior to each public hearing.***
2. ***The notice shall state the time and place of the hearing and contain a statement describing the general subject matter of the ordinance under consideration.***

FINDING: This criterion is met as notice was published in the Bend Bulletin newspaper on October 13, 2023, for the Planning Commission public hearing and on March 27, 2024, for the Board of County Commissioners' initial public hearing. Notice was posted for the reconsideration hearing on April 4, 2025.

B. Posted Notice. Notice shall be posted at the discretion of the Planning Director and where necessary to comply with ORS 203.045.

FINDING: Posted notice was determined by the Planning Director not to be necessary.

C. Individual notice. Individual notice to property owners, as defined in DCC 22.08.010(A), shall be provided at the discretion of the Planning Director, except as required by ORS 215.503.

FINDING: Given the proposed legislative amendments do not apply to any specific property, no individual notices were required to be sent. Staff sent a courtesy notice to interested parties for Board hearings.

D. Media notice. Copies of the notice of hearing shall be transmitted to other newspapers published in Deschutes County.

FINDING: Notice was provided to the County public information officer for wider media distribution. Staff provided additional notice beyond the legal requirements. This was done through the project's constant contact mailing list, including 530 contacts, press releases, and coordination with community organizations. This criterion is met.

Section 22.12.030 Initiation of Legislative Changes.

A legislative change may be initiated by application of individuals upon payment of required fees as well as by the Board of County Commissioners.

FINDING: The application was initiated by the Deschutes County Planning Division at the direction of the Board of County Commissioners and has received a fee waiver. This criterion is met.

Section 22.12.040. Hearings Body

A. The following shall serve as hearings or review body for legislative changes in this order:
1. The Planning Commission.
2. The Board of County Commissioners.
B. Any legislative change initiated by the Board of County Commissioners shall be reviewed by the Planning Commission prior to action being taken by the Board of Commissioners.

FINDING: The Planning Commission held public hearings and issued a recommendation of approval to the Board of County Commissioners. The Board held a second round of public hearings and served as the final review body for the proposal. The Board held two additional hearings as part of the reconsideration process.

Section 22.12.050 Final Decision
All legislative changes shall be adopted by ordinance.

FINDING: The proposed legislative changes will be implemented by ordinance 2025-007 upon approval and adoption by the Board of County Commissioners. This criterion will be met.

OAR 660-015, Statewide Planning Goals and Guidelines

Goal 1: Citizen Involvement:
FINDING: The development of the Deschutes County 2040 Comprehensive Plan document was a multi-year process with significant public outreach and community member involvement.

The following is a short summary of engagement leading up to the initial public hearing:

- Established a project email list with over 500 contacts.
- Provided 7 project update emails.
- Established a new, user-friendly website.
- Received over 29,000 social media impressions.

- Coordinated with media on 13 news stories.
- Held 66 small group meetings with over 400 participants.
- Held 8 open houses with 296 attendees.
- Held an online open house with 361 survey responses.
- Hosted a virtual and interactive forum with over 100 responses.
- Held 11 planning commission meetings.
- Provided incentives through a raffle, prizes, and food and beverages.

Community member input was essential to the development of the resulting Deschutes County 2040 Comprehensive Plan document and staff utilized several novel and innovative techniques to reach rural residents.
Chapter 1 of the plan, Community Engagement, outlines numerous policies that reduce barriers to and support community involvement throughout planning processes.

Key Policy Changes
Comprehensive Plan - 2030: Chapter 1, Section 1.2
Deschutes County 2040 Plan: Chapter 1 - Community Engagement

Amendments: Citizen involvement (now Community Engagement) was amended as shown in the redlined version of the document.

The section listed above and this Plan as a whole, complies with Goal 1, Citizen Involvement, as described:

- The adoption process for these amendments included public hearings before the Planning Commission (Committee for Citizen Involvement) and before the Board of County Commissioners.
- The updated goal and policies were created through an extensive two-year public and Planning Commission process. The process generated considerable public input which has been incorporated throughout this Plan.
- The new policies recognize the Planning Commission as the required Committee for Community Involvement.
- This section complies with the following six components of Statewide Goal 1:
  - Policies 1.1.1-1.1.8 promote opportunities to involve community members at all stages of planning processes by providing adequate opportunities for input, promoting two-way communication, and continuously improving on outreach activities.
  - Policies 1.2.1-1.2.6 support the activities and funding of the Committee for Community Involvement.
  - Policies 1.1.2 and 1.1.4 ensure technical information is available in an understandable form

Consistency with Goal 1 is met.

Goal 2: Land Use Planning:
FINDING: The purpose of the chapter is to ensure the Comprehensive Plan was built with a factual base and will be followed when making future land use decisions. In updating this plan document, information was gained from numerous studies, technical documents, and subject matter experts. ORS 197.610 prescribes the process for local governments to initiate post-acknowledgement plan

amendments. Notice was provided to the Oregon Department of Land Conservation (DLCD) and Development on August 30, 2023.

The Plan contains detailed, factual background information in each chapter narrative to provide context for the goals and policies. The Deschutes County 2040 plan update does not propose any changes to Comprehensive Plan designations or zoning designations, nor to the County's Goal 5 inventories or community plans as part of this update.

Key Policy Changes
Comprehensive Plan – 2030: Chapter 1, Section 1.3 and Chapter 5, Section 5.10
Deschutes County 2040 Plan: Chapter 2 Land Use and Regional Coordination

Amendments: Land use (previously Section 1.3) was amended as shown in the redlined version of the document.

The sections listed above, and this Plan update as a whole, comply with Statewide Planning Goal 2 as described:

- Policies 2.1.1 and 2.1.5 recognize that when making land use regulations, private property rights, economic impacts, sustainability and carrying capacity all need to be considered.
- Policy 2.1.2 and 2.1.4 recognize the importance of implementing the plans recommendations through the annual department work plan process and updating the document to incorporate new information.
- Policy 2.1.3 clarifies the official Comprehensive Plan map is retained as an electronic layer with the Deschutes County GIS system.
- Goal 2.2 and its associated policies support regional coordination and partnership on regional issues and are further discussed under Goal 14 – Urbanization.
- Policies 2.3.1-2.3.2 speaks to coordination and management of County owned land use for park purposes.
- Policies 2.4.1-2.4.2 recognize the importance of reducing onerous barriers to land use and planning applications.
- There are no amendments to Comprehensive Plan map designations incorporated into this Plan update, although definitions of existing designations are provided.

Consistency with Goal 2 is met.

Goal 3: Agricultural Lands:
FINDING: Goal 3 seeks to preserve and maintain agricultural lands. Deschutes County inventoried agricultural lands as required by Goal 3 in 1979 and refined the agricultural land designations as a result of a farm study in 1992. This Plan update does not propose to rezone or redesignate any agricultural lands. Staff finds that the goals and policies within the document are supportive of retaining productive and valuable lands for agricultural uses within Deschutes County and reducing barriers to a healthy agricultural economy.

Key Policy Changes

Comprehensive Plan – 2030: Chapter 2, Section 2.2
Deschutes County 2040 Plan: Chapter 3 - Farm and Forest Resources
Amendments: Chapter 2, Section 2.2 Agricultural Lands and Section 2.3 Forest Lands were combined and was amended as shown in the redlined version of the document.

The section listed above, and this Plan update as a whole, complies with Statewide Planning Goal 3 as described:

- Policies 3.1.1-3.1.2 retain the existing Exclusive Farm Use Zoning and subzones. No map changes are proposed as part of this Plan update.
- Policy 3.1.4 ensures the County's farm policies and codes remain compliant with State regulations.
- Policies 3.2.1-3.2.9 support the business of agriculture and review of county regulations to reduce common issues that impact farming operations and activities.
- Policies 3.1.3, 3.3.1, 3.3.2, and 3.3.6 support the accurate designation of agricultural lands in compliance with State rules, while responding to local concerns that there are Deschutes County farmlands that are incorrectly designated.
- Policy 3.3.4 seeks to remove unnecessary local barriers to establishing an accessory farm dwelling where otherwise allowed by state law..
- Policy 3.3.5 encourages coordination between farmers and fish/wildlife managers.
- Policy 3.3.6.a retains the ability for the County to consider individual plan amendment and zone change applications as allowed by state law. This policy is carried over from the 2011 plan and was acknowledged for compliance by DLCD when the 2011 plan was adopted.

Consistency with Goal 3 is met.

Goal 4: Forest Lands:
FINDING: Goal 4 seeks to conserve forest lands. Deschutes County inventoried forest lands as required by Goal 4 in 1979 and refined the forest land designations to conform to OAR 660-006. Deschutes County is not proposing to rezone or redesignate any forest lands as part of this Plan update process. Staff consolidated the goals that were previously in Section 2.3 Forest Lands into *Chapter 3 – Farm and Forest Resources.*

Key Policy Changes
Comprehensive Plan – 2030: Chapter 2, Section 2.3
Deschutes County 2040 Plan: Chapter 3 - Farm and Forest Lands

Amendments: Forest Lands (previously Section 2.3) was combined into the same chapter as agricultural lands and was amended as shown in the redlined version of the document.

The section listed above, and this Plan update as a whole, comply with Statewide Planning Goal 4 as described:

- Goal 3.4 and Policies 3.4.1-3.4.4 provide the characteristics and criteria for the County's Forest Zones. These policies remain unchanged from the previous 2010 plan.
- Policy 3.4.5 ensures forest codes are compliant with State regulations.
- Policies 3.4.6-3.4.7, 3.4.9, and 3.4.10 recognize the need for coordination with federal agencies and tribal government in forest management.

- Policy 3.4.8 supports economic opportunities within forest zoned lands while meeting other community goals.
- Policy 3.4.11 recognizes the need to review and revisit county code to reduce impacts from development on forest health and dependent species.

Consistency with Goal 4 is met.

Goal 5: Open Spaces, Scenic and Historic Areas, and Natural Resources:
FINDING: Statewide Planning Goal 5 addresses natural resources, historic and cultural resources, and mineral and aggregate resources. In this Plan update, these topics were divided into three chapters to ensure adequate depth and policy response to each particular topic.

Key Policy Changes
Comprehensive Plan – 2030: Chapter 2, Sections 2.4-2.7 and 2.10-2.11 and Chapter 5, Sections 5.3-5.9, 5.11
Deschutes County 2040 Plan: Chapter 4 - Mineral and Aggregate Resources, Chapter 5 - Natural Resources, Chapter 6 - Historic Resources

Amendments: This chapter was amended as shown in the redlined version of the document. The Goal 5 inventories for these resources (as well as ESEEs and programs) are retained and remain unchanged in Appendix A.

The sections listed above, and this Plan update as a whole, comply with Statewide Planning Goal 5 as described:

Chapter 5 – Natural Resources
- Water Goals and Policies
  - Policies 5.1.1 directs the county to participate in statewide regional and water planning efforts including implementation of the Upper Deschutes Basin Study, Habitat Conservation Plan, and Biological Opinion.
  - Policy 5.1.2 supports grants for improvements, upgrades, or expansions to water systems.
  - Policies 5.1.3-5.1.4 promote increased consideration of water quality, water availability, and treaty rights of Confederated Tribes of Warm Springs in the land use review process.
  - Policies 5.2.1-5.2.3 support water conservation efforts through a mixture of incentives, educational opportunities and partnerships with local and regional organizations and agencies.
  - Policies 5.3.1-5.3.4 seek to maintain a healthy ecosystem in the Deschutes River Basin including partnerships with agencies, implementation of study recommendation, and education.
  - Policies 5.4.1-5.4.11 seek to maintain and enhance fish and riparian dependent wildlife habitat. These polices address coordination with agencies and organizations during land use review process, implementation of Habitat Conservation Plans and other scientific studies, and additional regulations and educational programs to limit impacts to riparian areas.
  - Policies 5.5.1-5.5.7 aspire to coordinate land use and water policies to address water allocation and management. These policies address coordination, support to revisit Oregon

Water Resources Departments Groundwater Allocation and Mitigation Rules, improvement of stormwater and wastewater facilities, and consideration of hydrology during land use review process.

- Open Spaces and Scenic Views
  - Policies 5.6.1-5.6.4 recognize the importance of working with stakeholders to establish and maintain connected open spaces and scenic view areas.
  - Policies 5.6.5-5.6.6 support protection for visually significant areas.

- Wildlife Habitat
  - Policy 5.7.1 promotes stewardship of wildlife habitat.
  - Policy 5.7.2 is directed at updating wildlife habitat inventories and protections through future public processes, informed by public process, expert sources, and current or recently updated plans.
  - Policy 5.7.3 and 5.7.4 seek to incentivize or require greater compatibility between development and habitat areas, including clustering of development.
  - Policy 5.7.5 directs the County to coordinate with Confederate Tribes of Warm Springs on co-management on wildlife resources.
  - Policies 5.8.-5.8.3 seek to balance the economic and recreation benefits of wildlife with the protection of these resources.
  - Policies 5.9.1-5.9.3 address federal and state protected species.

Chapter 4 - Mineral and Aggregate Resources
- Policies 4.1.1-4.1.3 seek to implement the Goal 5 program for mineral and aggregate sites.
- Policy 4.1.4 supports reclamation of sites following exhaustion of mineral or aggregate resources.

Chapter 6 - Historic and Cultural Resources
- Policies 6.1.1- 6.1.3 define roles of the County in promoting a historic landmarks program, including coordination with the State Historic Preservation office and the Confederated Tribes of Warm Springs.

Consistency with Goal 5 is met.

Goal 6: Air, Water and Land Resources Quality:

FINDING: Goal 6 instructs local governments to consider protection of air, water, and land resources from pollution and pollutants when developing Comprehensive Plans. This chapter supports maintaining and improving air, water and land quality, which goes beyond the requirements of Goal 6 to comply with State and Federal regulations. Staff notes that there are no comprehensive map or zoning changes associated with this amendment, nor are any amendments to the County's Goal 5 inventory proposed.

Key Policy Changes

Comprehensive Plan – 2030: Chapter 2, Section 2.5 and 2.9
Deschutes County 2040 Plan: Chapter 5 - Natural Resources

Amendments: This section was amended as shown in the redlined version of the document, the policies pertaining to Air, Water, and Land Resources Quality have been integrated into an "Environmental Quality" section of the larger natural resources chapter.

The sections listed above, and this Plan update as a whole, comply with Statewide Planning Goal 6 as described:

- Policies 5.10.1 and 5.11.2 promote use of environmentally friendly building practices in County operations and on public property.
- Policy 5.10.2 supports implementation of a dark skies program to impacts of light pollution.
- Policies 5.10.3-5.10.4, and Policy 5.11.2 promote public education regarding controlled burning, noxious weeds, and reuse and recycling.
- Policies 5.11.3-5.11.4 support the process for siting new waste management facilities and implementing best practices in solid waste management.
- Policy 5.11.5 seeks to develop and implement a Climate Action Plan to mitigate impacts of climate change in Deschutes County.
- Policy 5.11.6 promotes green infrastructure to improve stormwater.

Consistency with Goal 6 is met.

Goal 7: Areas Subject to Natural Disasters and Hazards:

FINDING: Goal 7 requires comprehensive plans to address Oregon's natural hazards. Deschutes County has been proactive in addressing natural hazards, through periodic updates to the County's Natural Hazards Mitigation Plan (NHMP). That Plan provides extensive information on natural hazards in Deschutes County and detailed recommendations to protect people and property.

Key Policy Changes

Comprehensive Plan – 2030: Chapter 3, Section 3.5
Deschutes County 2040 Plan: Chapter 7 - Natural Hazards

Amendments: Natural hazards (now Chapter 7) was amended as shown in the redlined version of the document.

The section listed above, and this Plan update as a whole, comply with Statewide Planning Goal 7 as described:

- Policies 7.1.1-7.1.3, and 7.2.4 promote coordination agency partners to regularly update the NHMP, update hazard risk maps, review land use applications, and clarify responsibilities pertaining to natural hazard events.
- Policy 7.1.4 seeks to utilize development code provisions to manage development in hazard prone areas.
- Policies 7.1.5 – 7.1.10 aspires to address wildfire risk and mitigate impacts to wildlife and people.
- Policy 7.1.11 provides recommendations to review and revise County code to address common hazard risk issues.
- Policies 7.2.1-7.2.2 mitigate risk to essential infrastructure following natural hazard events.
- Policy 7.2.3 supports the siting of a regional emergency services training facility.

- Policy 7.2.5-7.2.7 provides required and incentivized standards to mitigate risk for new development in hazard prone areas.
- Policy 7.2.8 provides compliance with the FEMA flood insurance program.
- Policies 7.3.1-7.3.5 promote development of programs to inform the public of increased risk of natural hazards.

Consistency with Goal 7 is met.

Goal 8: Recreational Needs:

FINDING: Goal 8 requires local governments to plan for the recreation needs of their residents and visitors. Unlike cities, the County is not required to adopt a parks master plan but instead to coordinate recreational activities among government and private agencies in the rural portions of the County.

Key Policy Changes

Comprehensive Plan – 2030: Chapter 3, Section 3.8
Deschutes County 2040 Plan: Chapter 8 - Recreation

Amendments: This section was amended as shown in the redlined version of the document.

The sections listed above, and this Plan update as a whole, comply with Statewide Planning Goal 8 as described below.

- Goal 8.1 and policies 8.1.1-8.1.6 address the need for cooperation in recreation planning.
- Policy 8.1.7 discusses working with Unincorporated Communities that express interest in parks.
- Policy 8.1.8 refers to integrating trail designs from other agencies within the Transportation System Plan where appropriate.
- Policy 8.1.9 explores an increased role of the County in parks and recreation to serve rural areas not already within a parks and recreation district.
- Policy 8.1.10 supports the community effort to acquire and manage Skyline Forest as a community asset.
- Policy 8.1.11 speaks to balancing new recreational opportunities with the integrity of the natural environment.

Consistency with Goal 8 is met.

Goal 9: Economic Development:

FINDING: Goal 9 seeks to provide adequate opportunities for economic development throughout the state. Goal 9 primarily applies to urban development within acknowledged growth boundaries. The County is not required to provide an economic feasibility study or designate land to fulfill employment needs. Rather, these policies are intended to provide guidance for regional economic development activities and rural economic activities allowed under state law.

Key Policy Changes

Comprehensive Plan – 2030: Chapter 3, Section 3.4
Deschutes County 2040 Plan: Chapter 9 - Economic Development

Amendments: The economy chapter was amended as shown in the redlined version of the document.

The section listed above, and this Plan update as a whole, comply with Statewide Planning Goal 9 as described:

- Policy 9.1.1 speaks to promote rural economic initiatives, while balancing impacts to rural livability and natural resources.
- Policy 9.1.2 supports Economic Development for Central Oregon as the regional coordinator for economic development.
- Policy 9.1.3 supports growth and expansion of higher education in Central Oregon to support the regional workforce.
- Policy 9.1.4 supports renewable energy generation as an economic tool, with consideration for community concerns or goals such as livability and impact on natural resources.
- Policy 9.1.5 promotes master planning for airport facilities to reduce noise and safety concerns as the region grows.
- Policy 9.1.6 speaks to allowing local oriented rural commercial uses as state law allows.
- Policy 9.1.7-9.1.10 addresses planning for economic development lands, including large lot industrial lands, supporting childcare, and expansion of internet infrastructures.
- Policies 9.2.1-9.3.15 are retained from the 2011Plan, acknowledged by DLCD. These policies govern Rural Commercial and Rural Industrial designated properties.

Consistency with Goal 9 is met.

Goal 10: Housing:

FINDING: Goal 10 directs cities to provide an adequate supply of housing for their residents. Unlike cities, Counties are not required to comply with the requirements of Goal 10 to provide a 20-year supply of housing for its community members, nor undertake any analysis pertaining to housing demand and supply. The County does not have a statutory obligation to provide findings on Goal 10 consistency. Staff and community members identified important emerging issues that pertain to rural housing and staff proposed aspirational policies to address these issues.

Key Policy Changes

Comprehensive Plan – 2030: Chapter 3, Section 3.3
Deschutes County 2040 Plan: Chapter 10 - Housing

Amendments: Housing (now Chapter 10) was amended as shown in the redlined version of the document.

The policies below and this section as a whole comply with Goal 10 as described:

- Goal 10.1 was refined from the previous Comprehensive Plan and speaks to balancing housing choice for rural residents with health, safety, environmental, and resource land impacts.
- Policy 10.1.1 is carried over from the 2011 Plan, where it was enumerated as Policy 3.1.1. Policies 10.1.2 and 10.1.3 clarify minimum lot size allowances for cluster and planned unit developments pursuant to the County Code and state law.

- Policy 10.1.4 speaks to establishing a tracking system for cumulative impacts associated with rural housing development.
- Policy 10.1.5 addresses health and safety issues associated with housing.
- Policy 10.1.6 encourages subdivisions alternative development patterns for subdivisions (such as clustering) to mitigate community and environmental impacts.
- Policies 10.1.7-10.2.2 speak to providing affordable housing options and alternatives in Deschutes County and exploring programs to support housing where allowed by state law in rural areas.
- Policies 10.3.1-10.3.7 provide guidance for development in the Westside Transect Zone.
- Policies 10.4.1-10.4.6 support coordination with cities on affordable housing.

Consistency with Goal 10 is met.

To ensure that Policies 10.1.2 and 10.1.3 are consistent with Goal 14 and that uses on rural land remain urban in nature, staff provides the following additional findings.

Policy 10.1.2 complies with Goal 14 and OAR 660-004-0040, specifically OAR 660-004-0040(4)(b), (6)(a), and (8), as noted by DLCD in its August 1, 2025, letter into the record. Deschutes County completed periodic review in 2003. Cluster or planned unit development proposed in rural residential areas in effect on October 4, 2000, Rural Residential 10 (RR-10) and Multiple Use Agricultural 10 (MUA-10), may utilize density bonuses in accordance with Deschutes County Code (DCC) 18.116.400 (3) and (4). OAR 660-004-0040(4)(b) recognizes that rural residential areas that have been reviewed and acknowledged in periodic review comply with Goal 14. The RR-10 and MUA-10 zones have been codified within the DCC for decades[1]. OAR 660-004-0040(6)(a) provides that rural residential areas in effect on October 4, 2000, shall be deemed to comply with Goal 14 if that zone requires any new lot or parcel to have an area of at least two acres, except as required by section (8) of the rule. Cluster and planned unit development proposals that choose to utilize DCC 18.116.400(3) and/or (4) will be required at the time of application to show compliance with OAR 660-0040-0040(8).

Policy 10.1.3 complies with Goal 14 and recent case law. In LUBA Decision No. 2025-015 *Central Oregon Landwatch vs. Deschutes County and Destiny Court Properties LLC (Destiny Court)*, LUBA determined that, under controlling case law, a 10-acre minimum parcel size represents a judicially recognized "safe harbor" and avoids any conflicts between residential development of rural lands and a Goal 14 (Page 8 and 9).

Policy 10.1.23 stipulates that cluster and planned unit developments for properties that were rezoned to MUA-10 or RR-10 after October 4, 2000, shall be permissible on lots no less than 2 acres in size, with average densities of no less than 10 acres, when factoring in the open space tract. Such

[1] Other rural residential areas in effect on October 4, 2000, like the Urban Area Reserve 10 zone in Title 19, do not allow cluster and planned unit development to utilize a density bonus. Instead, minimum lot or parcel sizes for new residential parcels are required to be no less than 2 acres, with average densities when factoring the open space tract no less than 10 acres. See Miller Tree Farm decisions.

applications will also be subject to review under the "*Curry County* and *Shaffer*" factors to ensure the proposed cluster or planned unit development does not require a Goal 14 exception for an "urban" use. In the *Destiny Court* decision, LUBA cited *1000 Friends of Oregon v. LCDC (Curry County)*, 301 Or 447, 477, 724 P2d 268 (1986). That court concluded that, absence guidance from the Land Conservation and Development Commission (LCDC) on this point, any determination whether uses allowed under land use legislation are "urban" or "rural" will depend on the context, including the locale and the characterizations of that specific site. In *Shaffer v. Jackson County*, 17 Or LUBA 922 (1989), LUBA held that, in the absence of LCDC guidance, determining whether proposed use of rural land is impermissibly "urban" will depend on a multi-factor analysis of the specific circumstances, including parcel size, intensity of use, necessity of urban facilities, and proximity to an urban growth boundary. 17 Or LUBA at 928.

Goal 11: Public Facilities and Services:

FINDING: Goal 11 directs local governments to plan and develop a timely, orderly, and efficient arrangement of public facilities and services to serve as a framework for rural development. The County does not provide any public water or sewer services. The primary services provided by Deschutes County, aside from Transportation, which is addressed in the County's Transportation System Plan), pertain to waste management. The County may also serve as a conduit for other resources and may support other local governments in siting of regional facilities.

Key Policy Changes

Comprehensive Plan – 2030: Chapter 3, Section 3.6
Deschutes County 2040 Plan: Chapter 12 - Public Facilities

Amendments: Public facilities and services (now Chapter 12) was amended as shown in the redlined version of the document.

The section listed above, and this Plan update as a whole, comply with Statewide Planning Goal 11 as described:

- Goal 12.1 and policies 12.1.1-12.1.13 supports orderly, efficient and cost-effective siting of rural public facilities and services including natural hazard preparedness, intergovernmental coordination, and reduction of impact to natural and community resources.
- Goal 12.2 and policies 12.2.1-122.4 promote sustainable, innovative, and cost-effective waste management practices.
- Goal 12.3 and Policy 12.3.1 encourages the County to be a conduit for resources.

Consistency with Goal 11 is met.

Goal 12: Transportation:

FINDING: The Deschutes County 2040 Plan does not directly address transportation but refers to the County's Transportation System Plan, included as an appendix to the 2040 Plan.

Goal 13: Energy Conservation:

FINDING: Goal 13 aspires to conserve energy by maximizing land and uses to maximize conservation of all forms of energy. This section primarily provides guidance for conservation and alternative energy production in the rural county, as allowed by state law.

Key Policy Changes
Comprehensive Plan – 2030: Chapter 2, Section 2.8
Deschutes County 2040 Plan: Chapter 13 - Energy

Amendments: Energy (now Chapter 13) was amended as shown in the redlined version of the document.

The sections listed above, and this Plan update as a whole, comply with Statewide Planning Goal 13 as described:

- Goal 14.1 promotes energy conservation and alternative energy production.
- Policies 14.1.1-14.1.3 aspire to reduce energy usage in County operations and support working with energy suppliers to promote energy efficiency in all economic sectors.
- Policies 14.1.4-14.1.10 seek to promote development of renewable energy projects at a commercial and personal scale, including development of vehicle charging stations, while balancing environmental and community resources.

Consistency with Goal 13 is met.

Goal 14: Urbanization:
FINDING: Two chapters within the 2040 Plan address the topic of urbanization - Land Use and Regional Coordination, and Unincorporated Communities and Destination Resorts. Staff summarizes the key policies pertaining to urbanization below. Staff notes that the unincorporated community policies pertain to those unincorporated communities designated pursuant to OAR 660-022. Rural industrial and rural commercial policies are addressed in Goal 9 findings above. Rural housing policies are addressed in Goal 10. These policies were carried over verbatim from the 2011 Plan and have been acknowledged by DLCD as being consistent with Goal 14 – no changes are proposed. Specific policies for the unincorporated communities of Tumalo and Terrebonne are included in the area plans included as appendices to the 2040 Plan . The community plans were not updated or amended through the Deschutes County 2040 Plan update process.

Key Policy Changes
Comprehensive Plan – 2030: Chapter 4, Sections 4.2-4.4 and 4.57-4.8
Deschutes County 2040: Chapter 2 - Land Use and Regional Coordination, Chapter 11 - Unincorporated Communities and Destination Resorts

Amendments: Urbanization (now retitled and reorganized into the two chapters above) was amended as shown in the redlined version of the document. Text, goals and policies for Urban Unincorporated Communities, Resort Communities and Rural Service Centers (previously Sections 4.4, 4.7, 4.8) have been moved to Chapter 11.

The sections listed above, and this Plan update as a whole, comply with Statewide Planning Goal 14 as described below.

Chapter 2 - Land Use and Regional Coordination

- Goal 2.2 seeks to coordinate regional planning efforts between the local, regional, and state governments.
- Policies 2.2.1-2.2.4, 2.2.10 and 2.2.11 encourage periodic review of intergovernmental and urban management agreements, coordination on land use actions, and support the use of land for public purposes as needed.
- Policy 2.2.5 encourages cities to conduct urban reserve planning in partnership with the County.
- Policies 2.2.6 and 2.2.7 encourage collaboration with federal agencies and tribal governments on key land management issues.
- Policy 2.2.8 seeks to support regional infrastructure projects with community benefit, while mitigating negative impacts.
- Policy 2.2.9 supports updates to unincorporated community area plans.

Chapter 11- Unincorporated Communities and Destination Resorts

- Policies 11.1.1 -11.1.5 are general resort community policies and remain unchanged through this update.
- Policies 11.2.1-11.3.6 govern the Black Butte Ranch resort community and remain unchanged.
- Policies 11.4.1-11.5.7 pertain to Inn of 7th Mountain and Widgi Creek. These polices are unchanged.
- Destination Resort Goal 11.6, 11.7 and Policies 11.6.1-11.7.1, 11.7.4-11.7.5 remain unchanged. The goals and policies were moved from the rural recreation element of the 2011 Comprehensive Plan to Chapter 11 – Unincorporated Communities and Destination Resorts and reorganized for consistency.
- Policy 11.7.2 was created with Planning Commission and community feedback and seeks to add additional requirements to consider water quality, recreational resources, and community values during Destination Resort siting.
- Policy 11.7.3 seeks to integrate affordable housing for workers within or near destination resorts.
- Policies 11.8.1-11.20.4 provide guidance for the unincorporated community of Sunriver and are unchanged through this proposal.

Consistency with Goal 14 is met.

Goals 15 through 19

FINDING: These goals are not applicable to the proposed plan and text amendments because the County does not contain these types of lands.

IV. CONCLUSION

The proposed Deschutes County 2040 Comprehensive Plan complies with all relevant Deschutes County and OAR requirements and is consistent with Statewide Planning Goals

BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August 27, 2025

SUBJECT: Deliberations: Cascades Academy Plan Amendment and Zone Change involving approximately 22.5 acres south of Tumalo and west of Highway 20

RECOMMENDED MOTION:
Conduct deliberations to consider a record objection and determine whether the proposed Plan Amendment and Zone Change should be approved or denied.

Upon conclusion of the deliberations, the Board may:

- Approve the Plan Amendment and Zone Change
- Deny the Plan Amendment and Zone Change
- Continue deliberations to a date to be determined

BACKGROUND AND POLICY IMPLICATIONS:
The applicant, Cascades Academy, requests that the Comprehensive Plan designation of approximately 22.5 acres south of Tumalo and west of Highway 20 be changed from Agricultural (AG) and Surface Mining (SM) to Rural Residential Exception Area (RREA) and that the Zone be changed from Exclusive Farm Use (EFU) and Surface Mining (SM) to Multiple Use Agricultural (MUA-10).

A public hearing before a Hearings Officer was held on November 14, 2024, with the Hearings Officer issuing a recommendation of denial based on lack of evidence demonstrating Goal 5 compliance. Additional materials were submitted by the applicant, including a Goal 5 Economic, Social, Environmental, and Energy (ESEE) analysis.

A public hearing before the Board was held on June 18, 2025. Additional detail is included in the staff memorandum and decision matrix.

BUDGET IMPACTS:
None

ATTENDANCE:
Nicole Mardell, AICP, Senior Planner

COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Board of County Commissioners (Board)

FROM: Nicole Mardell, AICP, Senior Planner

DATE: August 20, 2025

SUBJECT: Deliberations: Cascades Academy Plan Amendment and Zone Change

The Board of County Commissioners ("Board") will conduct Deliberations on August 27, 2025, to consider a request for a Comprehensive Plan Amendment and Zone Change (File nos. 247-24-000392-PA, 247-24-000393-ZC).

The record is available for inspection at the following link: https://bit.ly/CascadesAcademy

I. BACKGROUND

The subject property is comprised of seven (7) tax lots with a total area of 22.5 acres, including 4.03 acres zoned Surface Mine and 18.47 acres zoned EFU-Tumalo/Redmond/Bend Subzone. Four (4) tax lots are partially within the Landscape Management Combining Zone associated with State Highway 20 and the Deschutes River. The EFU properties are also within the Surface Mining Impact Area Combining Zone associated with Mining Site No. 370. The property is irregular in shape and is located immediately south of the Tumalo Rural Community and west of State Highway 20. Refer to Attachment A for location and zoning maps.

Cascades Academy, the applicant and property owners, request a change to the Comprehensive Plan designation of the subject property from Agricultural (AG) and Surface Mining (SM) to Rural Residential Exception Area (RREA) and a corresponding Zone Change from Exclusive Farm Use – Tumalo/ Redmond/ Bend subzone (EFU-TRB) & Surface Mining (SM) to Multiple Use Agricultural (MUA-10). The applicant intends to rezone the property to allow for expansion of the existing school on an adjacent parcel, although they are not requesting approval for the school or other specific development as part of this application.

The Deschutes County Hearings Officer held a public hearing on November 14, 2024. On February 26, 2025, the Hearings Officer issued a recommendation of denial for the proposed Plan Amendment and Zone Change, citing a lack of evidence demonstrating compliance with Statewide

Planning Goal 5 pertaining to wetland, scenic road, and scenic water resources associated with the subject property.

On April 4, 2025, the applicant provided additional application materials, including an Environmental, Social, Economic, and Energy analysis to address concerns in the Hearings Officer's recommendation. On June 9, 2025, DLCD staff provided comments to staff regarding the ESEE analysis, which has been uploaded to the record under "Comments & Submittals – Agencies".

The Board held a public hearing on June 18, 2025. Following testimony, the Board established an Open Record Period of a 7-day *New Evidence and Testimony* phase, a 7-day *Rebuttal* phase, and a 7-day *Applicant's Final Legal Argument* phase. The record closed at 4:00 pm on July 16, 2025. Record submittals can be found on the project website.

II. PROCEDURAL OBJECTION

In their *Final Legal Argument* submittal, the applicant raised concerns that Central Oregon Landwatch (COLW) raised new evidence in their *Rebuttal* phase testimony, violating the parameters of the open record period. The applicant has requested that the Board reject this testimony and remove it from consideration in making the final decision on the application. County legal staff has reviewed the testimony and agrees that COLW raised new evidence. Further discussion on this issue, the staff recommendation, and an alternative action option are included as the first item in the Board's deliberations matrix. Staff has included a draft order in the event the Board chooses to reopen the record.

III. FORMAT FOR DELIBERATIONS

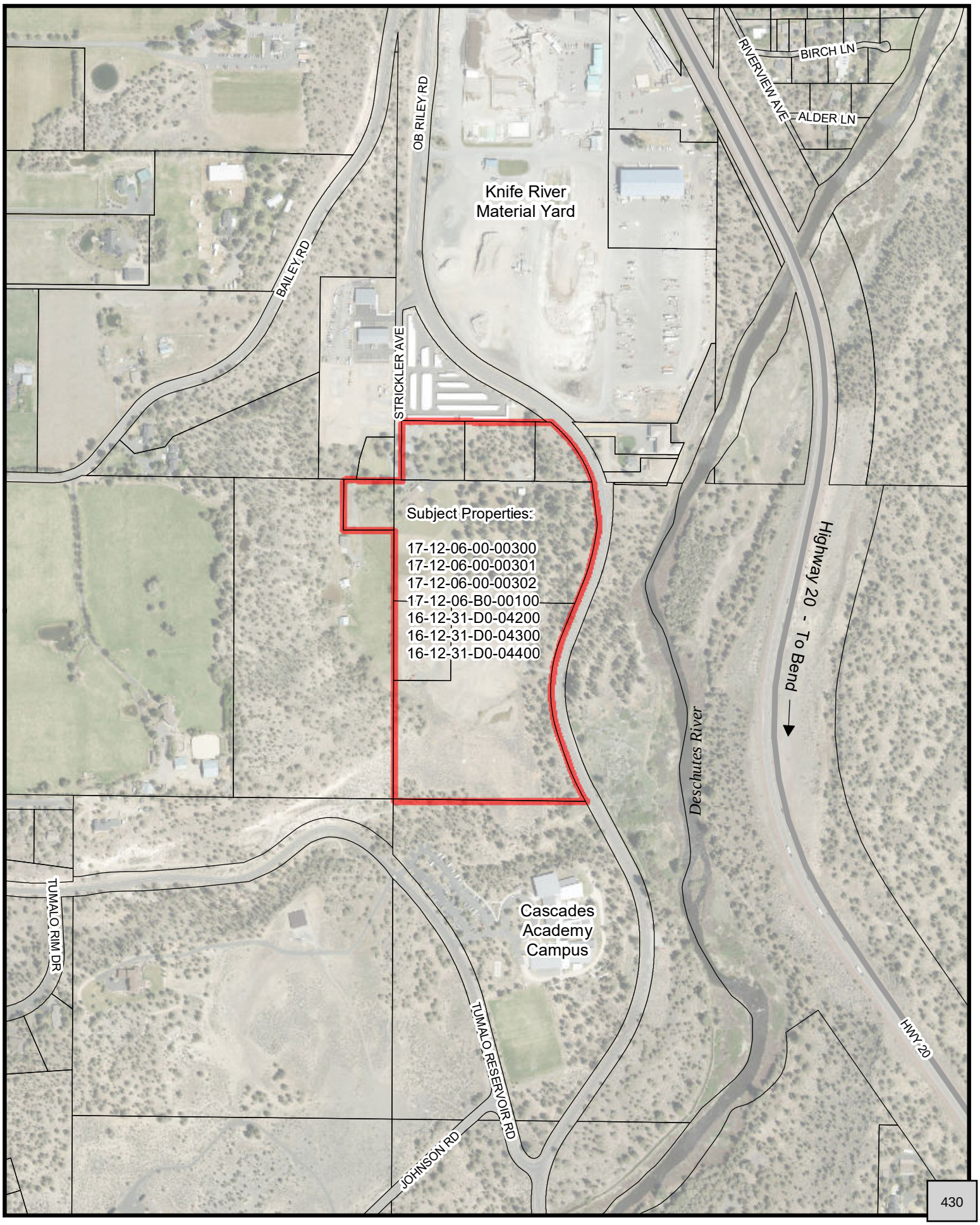
The attached Decision Matrix (**Attachment B**) is designed to assist the Board in its deliberations. It focuses on the contested aspects of the application that require Board determinations or interpretations. There are nine key issues identified in testimony and materials that are related to approval criteria for the subject applications.

Attachment A: Location Maps
Attachment B: Decision Matrix
Draft Order 2025-038

247-24-000392-PA / 247-24-000393-ZC

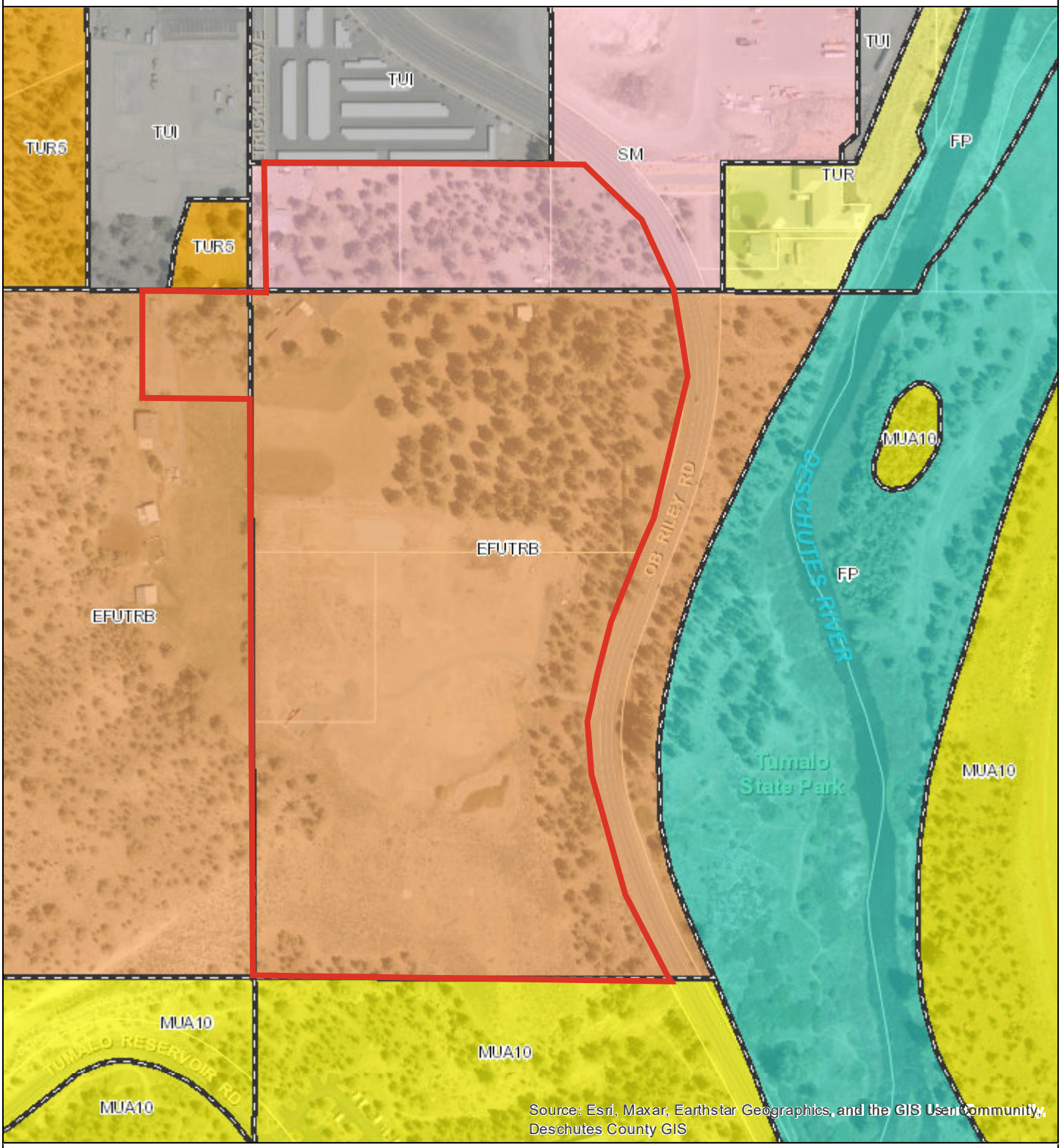
Location Map

1" = 500'



247-24-000392-PA / 247-24-000393-ZC

Zoning Map (Detailed)



Date: 6/10/2025

N

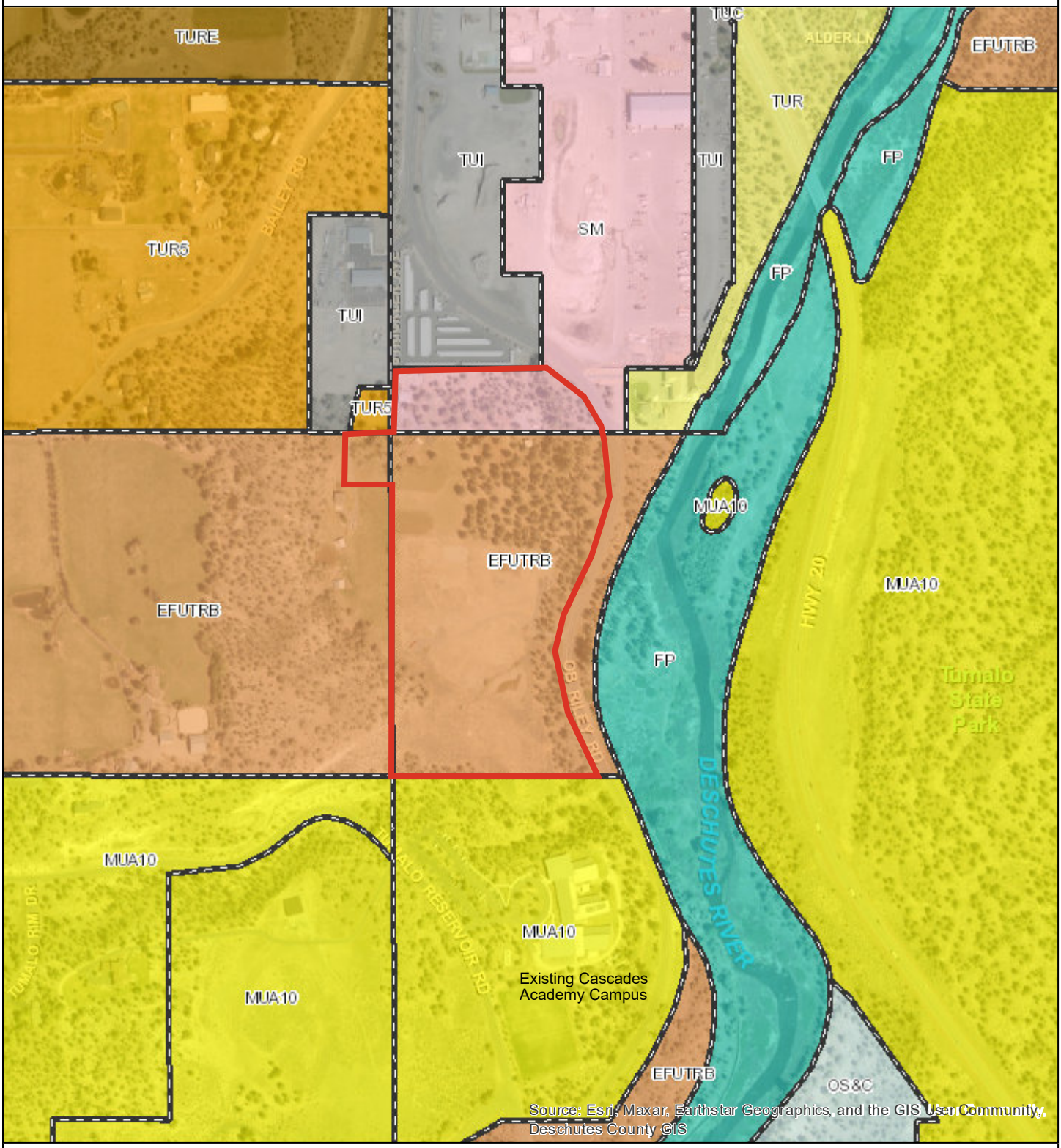
0 162.5 325 650 ft

1 inch = 376 feet

DESCHUTES COUNTY

247-24-000392-PA / 247-24-000393-ZC

Zoning Map (Overview)



Date: 6/10/2025

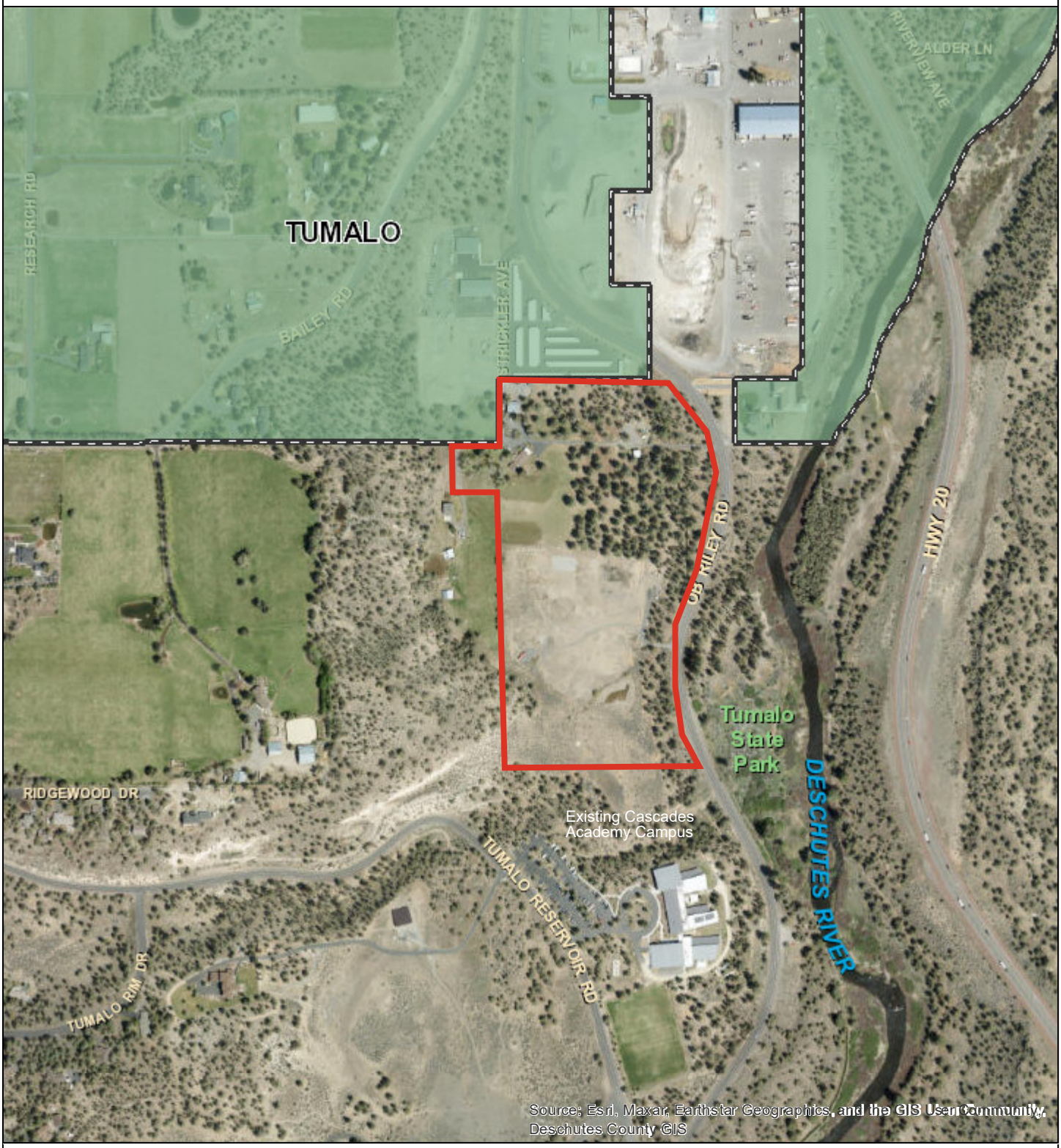
N

0 320 640 1,280 ft

1 inch = 752 feet

247-24-000392-PA / 247-24-000393-ZC

Tumalo Rural Community Boundary



Date: 6/10/2025

N

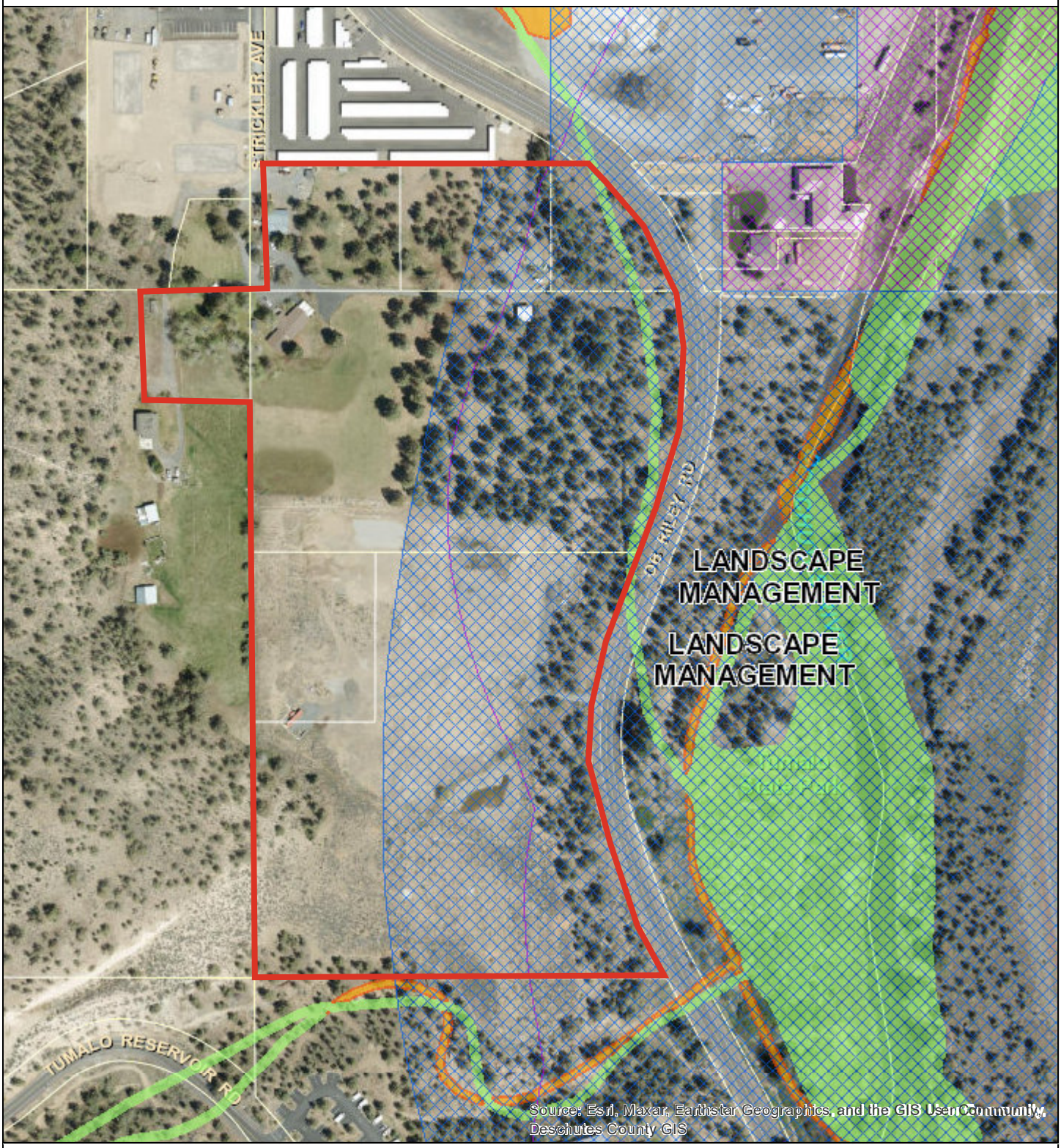
0 320 640 1,280 ft

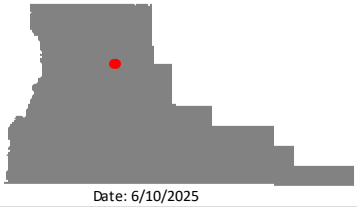
1 inch = 752 feet

DESCHUTES COUNTY

247-24-000392-PA / 247-24-000393-ZC

Goal 5 Resources





Date: 6/10/2025

N

0 162.5 325 650 ft

1 inch = 376 feet

LM Zone - River
LM Zone - Road
Wetland

DESCHUTES COUNTY

BOCC Decision Matrix

Cascades Academy Plan Amendment/ Zone Change Request
Land Use File Nos. 247-24-000392-PA, 393-ZC

Issue Area 1 and Approval Criteria	Hearings Officer's Recommendation	Opponent's Position	Applicant's Position	Staff Comment	Board Determination
Should the evidence submitted by Central Oregon Landwatch (COLW) during the *Rebuttal* open record period be considered in the Board's decision-making process? <u>Applicable Criteria</u> DCC 22.24.140(D) ORS 197.197	Not considered; raised during the BOCC open record period.	Central Oregon LandWatch ("COLW") submitted materials during the *Rebuttal* phase of the open record period and acknowledged the respective open record period phase in the materials. The arguments in the *Rebuttal* submittal were focused on: • Raise it or waive it – pre-emptive objection under ORS 197.797(6) related to exhibits submitted in *New Evidence* period without arguments. • Individual agricultural use analysis - findings must be shown to show that individual farm uses are not possible, including: poultry, honey, raising of cattle, horses, llamas, goats, donkeys, and sheep. • DCCP 3.3.1 requires a 10-acre minimum lot size; rezoning allows PUDs/Clusters below that. Rezoning may violate the DCCP.	The applicant asserts the July 9, 2025, *Rebuttal* submittal by COLW constitutes <u>new</u> evidence. The applicant submitted evidence related to Goal 5 during the *New Evidence* period; no submittals were received by COLW at that time. The applicant argues that COLW's *Rebuttal* testimony introduced new exhibits and information unrelated to Goal 5 without the opportunity for the applicant to submit corresponding evidence, thereby violating the conditions of the *Rebuttal* testimony period and depriving the applicant of the right to rebut the evidence. The applicant is requesting that the Board reject this testimony from the record and the Board's decision-making process. Alternatively, if the Board were to accept the evidence into the record, the applicant has requested that the record be reopened to allow time for new evidence to be submitted by the applicant to rebut the new evidence submitted by COLW during the *Rebuttal* period.	County legal counsel has reviewed the COLW *Rebuttal* submittal and agrees that it constitutes new evidence. Legal recommends that the Board not consider this submittal in its decision-making process on the application. As an alternative path, the Board may accept the evidence into the record for consideration. In this instance, legal counsel supports the applicant's request to reopen the record to allow new evidence to be submitted by the applicant.	Yes: Halt deliberations and consider order to reopen the written record. No: COLW's *Rebuttal* testimony will be excluded from consideration in the Board's decision-making process. Proceed to the next item.

BOCC Decision Matrix

Issue Area 2 and Approval Criteria	Hearings Officer's Recommendation	Opponent's Position	Applicant's Position	Staff Comment	Board Determination
Can the Surface Mine Zone be changed for the subject properties? <u>Applicable Criteria</u> DCC 18.52.200(A)	The Hearings Officer agrees that rezoning is available to the applicant as long as all other criteria are satisfied. The Hearings Officer disagreed with COLW's argument, noting the criteria only apply to currently zoned SM parcels and are silent on subsequent rezoning applications once a property is no longer zoned SM. (Hearings Officer Recommendation, pgs. 8-9).	COLW asserts that the rezoning request for tax lots 300, 301, and 302 violates DCC 18.52.200(A) because the tax lots were previously zoned SM, but were rezoned to EFU in 2001. COLW interprets the code to prohibit further rezoning of these tax lots.	The applicant states this criterion is not applicable. Tax lots 4200, 4300, and 4400 are currently zoned SM. The parcels are part of Site No. 370, which is listed in the County's Goal 5 inventory of mineral and aggregate sites for "storage" uses. The tax lots were never intended to be mined and have never been mined.	Staff agrees with the Hearings Officer's findings. DLCD submitted evidence into the record from DOGAMI confirming no history of mining on the tax lots.	Yes: May be approved. No: May be denied.
Issue Area 3 and Approval Criteria	**Hearings Officer's Recommendation**	**Opponent's Position**	**Applicant's Position**	**Staff Comment**	**Board Determination**
Is the property in violation of previous land use approval and subject to DCC 22.20.015(A)(2)?	The Hearings Officer finds DCC 22.20.015 does not apply, as no violation has been determined to exist, and no violation was considered in the 2001 rezoning decision. Following the rezoning of the property, conditions of approval from past decisions related to surface mining are no longer applicable. (Hearings Officer Recommendation, pgs. 10-11).	COLW asserts conditions of approval of SP-93-59, associated with a previous reclamation plan on tax lots 300, 301, and 302, are unmet; the reclamation plan is incomplete; and the County cannot make any further land use decisions concerning the property until those are met.	The applicant asserts the County previously determined reclamation requirements from SP-93-59 have been completed. The 2001 rezoning decision of the property establishes that all previous requirements were met. No code violation has been found on the subject property.	Staff agrees with the Hearings Officer on this interpretation of DCC 22.20.015, utilizing information from the record.	Yes: May be denied. No: May be approved.

BOCC Decision Matrix

Issue Area 4 and Approval Criteria	Hearings Officer's Recommendation	Opponent's Position	Applicant's Position	Staff Comment	Board Determination
Does the property qualify as "Agricultural Land", being predominantly Class I-VI soils? <u>Applicable Criteria</u> ORS 215.11 OAR 660-033-0020(1)(a)(A) OAR 660-033-0030(8) OAR 660-033-0020(1)(a)(C)	The Hearings Officer found that the subject property is not Goal 3" Agricultural Land" under the statewide planning goals. The Hearings Officer found that OAR 660-033-0090 and 120 are not applicable because they apply to the analysis of particular uses. The applicant must provide confirmation from DLCD that the soil meets the requirements of OAR 660-033-0030(5) (Hearings Officer Recommendation pg. 12-13, 15).	COLW asserts that the applicant cannot rely on the soil study to change the zoning designation, as the applicant must rely on the U.S. Natural Resources Conservation Service (NRCS) classifications per OAR 660-033-0030(8), 0090, and 120. COLW also asserts that the former surface mine has been reclaimed in accordance with the applicable DOGAMI reclamation plan, including replacement of topsoil with high-value soils. COLW states that the time to raise concerns regarding the soil quality on the property should have been raised during the 2001 process to rezone the property from SM to EFU. As the applicant did not raise those issues at that time, the property constitutes high-value farmland.	The applicant provided an Order 1 site-specific soil study for the property with its application materials. The study was prepared by a certified soil classifier and correctly classified the soils, which are not predominantly Class I-VI. This information is a credible source to disqualify the property as "Agricultural Land". ORS 215.11 allows property owners to rely on more detailed information in lieu of NRCS classifications.	Staff agrees with the Hearings Officer's findings based upon the submitted soils study analysis and the classification of unproductive soil types on the property. Prior to the Board's hearing, staff received confirmation from DLCD that the soil study complies with the requirements of OAR 660-033-0030(5).	Yes: May be denied. No: May be approved.

Issue Area 5 and Approval Criteria	Hearings Officer's Recommendation	Opponent's Position	Applicant's Position	Staff Comment	Board Determination
Is the subject property suitable for Farm Use? <u>Applicable Criteria</u> Statewide Planning Goal 3. ORS 215.203(2)(a) OAR 660-033-0020(1)(a)(B)	The subject property does not qualify as agricultural land. The Hearings Officer agrees with the Applicant's quantitative and more detailed analysis that the property is not suitable for farm use. (Hearings Officer Recommendation pg. 14-15).	COLW asserts that the property can be used for livestock grazing on its own or in conjunction with other land and that the property has historically had an irrigated pasture. In its *Rebuttal* testimony, COLW asserts that individual analysis of specific farm uses is required to demonstrate suitability.	The Applicant asserts that the subject property does not qualify as agricultural land concerning ORS 215.203, with emphasis on the definition of "Farm Use" and the required element of profitability. The applicant explains the limitations on farm use, even if considered in conjunction with other parcels. Evidence includes analysis of grazing and testimony from farmers with experience engaging in farm uses. The Applicant has addressed the "suitability factors" associated with OAR 660-033-0020(1)(a)(B).	Staff concurs with the Hearings Officer's Recommendation and analysis from the Applicant.	Yes: May be denied. No: May be approved.

BOCC Decision Matrix

Issue Area 6 and Approval Criteria	Hearings Officer's Recommendation	Opponent's Position	Applicant's Position	Staff Comment	Board Determination
Is the subject property's EFU zoning necessary to permit farm practices on Tax Lot 300 <u>Applicable Criteria</u> OAR 660-033-0020(1)(a)(C)	The Hearings Officer agrees with the Applicant's analysis, considerations, and application of relevant laws specific to OAR 660-033-0020(1)(a)(C) (Hearings Officer Recommendation pg. 30).	COLW asserts that agricultural production on Tax Lot 300 will end if the rezoning of the subject property is approved. The current EFU zoning is therefore "necessary."	The applicant asserts there is no farm use on the subject property. The property has been in storage use related to mining, or post mining use (reclamation), since the early 1990s.	Staff agrees with the Hearings Officer's finding on this issue area. As stated in the Staff Report, staff also concurs with the Applicant's analysis and finds it is not feasible to determine that the subject property is *necessary* for the purposes of permitting farm practices on any nearby parcels.	Yes: May be denied. No: May be approved.
Issue Area 7 and Approval Criteria	**Hearings Officer's Recommendation**	**Opponent's Position**	**Applicant's Position**	**Staff Comment**	**Board Determination**
Will the PA/ZC result in urbanization such that an exception to Goal 14 is required? <u>Applicable Criteria</u> Oregon Statewide Planning Goal 14	The Hearings Officer agreed with the applicant's analysis and found it to be unnecessary to apply the *"Curry* factors". The Hearings Officer found that rezoning the property to MUA-10 does not result in urbanization of the subject property.	COLW asserts that the level of density authorized by the MUA-10 zone, through cluster and planned developments, is urban. The property is close in proximity to the City of Bend UGB and will attract residents to the subject property who would otherwise reside in the UGB, and will attract people residing on the subject property to the UGB for urban services. The rezoning would make residents and users of the subject property reliant on urban public services and infrastructure. The increase in density, proximity to UGB, and reliance on urban services all point to a violation of Goal 14 in the absence of a Goal 14 exception.	The applicant notes the respective question has been asked and answered by the County in LUBA No. 2023-049. In 2016, the County specifically amended its Comprehensive Plan to provide that the Rural Residential Exception Area plan designation and its related MUA-10 and RR-10 zones should be applied to non-resource land. This amendment (including MUA-10 uses on non-resource land) has been determined to be compliant with Goal 14. While not conceding an analysis of Goal 14 is required, the applicant also provided a site-specific analysis for the subject property, the *Curry* factors. The applicant states the MUA-10 zoning allows a density of one dwelling per 10 acres – a rural density. DLCD has placed limitations on "magnet uses" that could draw UGB residents to rural properties if they are within 3 miles of a UGB. The MUA-10 also includes these limitations, addressing the proximity issue. Urban services are not of concern – sewer service is prohibited by Goal 11. An increase in the density of development is not allowed if a public water system is developed. In totality, these factors demonstrate the use is not urban in nature.	The applicant provided sufficient analysis of this issue in the record. Although the Hearings Officer found it unnecessary to apply the "*Curry factors"*, the applicant has provided sufficient analysis to demonstrate the use is rural in nature and does not require a Goal 14 exception, nor violate Goal 14.	Yes: May be denied. No: May be approved.

BOCC Decision Matrix

Issue Area 8 and Approval Criteria	Hearings Officer's Recommendation	Opponent's Position	Applicant's Position	Staff Comment	Board Determination
Will the proposed change to MUA-10 result in new uses that would conflict with the Goal 5 resources on the property or associated scenic corridors? <u>Applicable Criteria</u> Statewide Planning Goal 5 OAR 660-023-0250(3)	A portion of the property contains mapped wetlands and is within the County's Landscape Management Overlay zones associated with the Deschutes River and Highway 20. The Deschutes River is also a state scenic waterway. The Hearings Officer finds that LUBA No 2023-008 rejects the applicant's initial position that Goal 5 analysis is not required. LUBA explained, in a similar case, that the County cannot rely on the previous Goal 5 analysis unless the analysis specifically considered impacts from the uses in the new zone (in this case, MUA-10) on all properties. The Hearings Officer noted the applicant did not provide information into the record of previous analysis for MUA-10 uses or whether wetland resources on the property would be impacted. The Hearings Officer found the application could not be approved without further analysis on this issue.	Central Oregon LandWatch asserts the applicant is required to apply Goal 5 provisions because the proposal to rezone and redesignate the property could add new uses (those permitted in the MUA-10 zone) on the subject property. Analysis under OAR 660-023-0250(3)(b) is required when a new use may conflict with the Goal 5 resources on the property.	The applicant asserts there is no need to apply Goal 5 because the County's Comprehensive Plan and zoning code have been acknowledged as compliant with Goal 5 and provide adequate protection for Goal 5 resources. To respond to concerns from the Hearings Officer's recommendation, the applicant provided an Economic, Social, Environmental, and Energy analysis (ESEE) to demonstrate compliance with Goal 5. The revised ESEE notes that the 1992 ESEE considered the aesthetic impacts of development in the corridor and did not analyze specific properties or uses. Therefore, the ESEE may be broad enough to contemplate conflicting uses in the MUA-10 zone, and no further analysis is necessary. The applicant has provided an ESEE to supplement the 1992 work, in the abundance of caution.	Pursuant to OAR 660-023-0250(3), the County is required to apply Goal 5 for any Post Acknowledgement Plan Amendment (PAPA) if the PAPA would allow a new conflicting use with a significant Goal 5 resource on an acknowledged resource list. Staff recommends the Board review the ESEE as part of its decision.	Yes: Evaluate Issue Area 9. No: May be approved.

BOCC Decision Matrix

Issue Area 9 and Approval Criteria	Hearings Officer's Recommendation	Opponent's Position	Applicant's Position	Staff Comment	Board Determination
Is the ESEE analysis sufficient to demonstrate compliance with Statewide Planning Goal 5? <u>Applicable Criteria</u> Statewide Planning Goal 5 OAR 660-023-0250	The ESEE was submitted following the Hearings Officer's Recommendation.	Following submittal of the ESEE analysis, COLW asserts the analysis is deficient and the application continues to fail to comply with Goal 5. Specifically: • The ESEE analysis errs in only considering uses allowed on non-high-value farmland. • The ESEE incorrectly analyzes impacts of the new conflicting use on the subject property and should instead analyze impacts to the entire scenic resource corridor associated with Highway 20 and the Deschutes River. • The ESEE does not accurately analyze the consequences of a decision to allow, limit, or prohibit the use. The ESEE proposes to allow the new conflicting uses, rather than limit the use through the Landscape Management Zone, which mitigates impacts to the County's significant view corridors elsewhere throughout the County.	Following the Board hearing, the applicant provided an updated ESEE responding to comments from DLCD. The revised ESEE notes that the 1992 ESEE considered the aesthetic impacts of development in the corridor and did not analyze specific properties or uses. The applicant also clarified that high-value farmland uses are not analyzed, as the Order 1 Soils Assessment demonstrated the property does not constitute high-value farmland. The applicant did provide a more extensive analysis of the consequences of allowing, limiting, and prohibiting the conflicting use. The revised ESEE proposes to limit the use through existing provisions of the Deschutes County Code – namely, through the Landscape Management Combining Zone and Wetland provisions.	Staff concurs with the applicant and finds the information in the revised ESEE sufficient to demonstrate compliance with Statewide Planning Goal 5 and OAR 660-023-0250.	Yes: May be approved. No: May be denied.

REVIEWED

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LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order to Reopen the Written Record for File No. 247-25-000392-PA, 393-ZC	* * *	ORDER NO. 2025-038

WHEREAS, the Board of County Commissioners ("Board") is the final hearings body for the proposed plan amendment and zone change application, as described in Deschutes County Code (DCC) 22.28.030(C); and

WHEREAS, the Board held a public hearing on June 18, 2025, closed the oral portion of the hearing, and established an open written record period of seven days for new evidence, seven days for rebuttal, and seven days for the applicant's final legal argument; and

WHEREAS, on July 2, 2025, the applicant provided their *New Evidence* submittal and on July 9, 2025, Central Oregon Landwatch submitted their *Rebuttal* submittal; and

WHEREAS, on July 16, 2025, the applicant provided their *Final Legal Argument* submittal, wherein the applicant contested the *Rebuttal* submittal by Central Oregon Landwatch, as it contained new evidence and violated the terms of the established written record period and requested the Board reject the testimony from the record, or reopen the record to allow the applicant to respond to the new information; and

WHEREAS, on August 27, 2025, the Board considered the applicant's request and voted to allow the testimony submitted by Central Oregon Landwatch to be considered as part of its decision; and

WHEREAS, DCC 22.24.160(A) grants the Board discretion and authority to reopen the record upon request or its own initiative; and

WHEREAS, the Board finds it necessary to reopen the record to afford the applicant sufficient time to respond to the new information submitted by Central Oregon Landwatch for the Board's consideration of the applications; now, therefore,

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

Section 1. Pursuant to DCC 22.24.160(A), the record of the legislative proposal shall be reopened to accept new written testimony from the applicant until September 5, 2025, at 4:00 p.m., at which point the record will close.

Section 2. Staff shall give written notice to all parties that the record is reopened as established in this Order.

DATED this _____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS

_____
ANTHONY DeBONE, Chair

ATTEST:

_____
PATTI ADAIR, Vice Chair

_____
Recording Secretary

_____
PHIL CHANG, Commissioner