



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, NOVEMBER 8, 2023

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 view the meeting 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 *6 to indicate you would like to speak and *9 to unmute yourself when you are called on.



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

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

CONSENT AGENDA

1. Approval of an intergovernmental agreement with the Oregon Youth Authority providing funding for basic and diversion services
2. Approval of minutes of the BOCC October 23, 2023 meeting

ACTION ITEMS

3. **9:10 AM** Recognition of Dick Tobiason
- [4.](#) **9:25 AM** Presentation from Veterans' Services Department
- [5.](#) **9:45 AM** Presentation from Envision Bend on its Vision Action Plan
- [6.](#) **10:05 AM** Public Hearing: Ordinance No. 2023-024 extending the effective date of Ordinance No. 2023-013 from November 21, 2023 to March 31, 2024
- [7.](#) **10:15 AM** First reading of Ordinance No. 2023-025 – Stevens Road Tract Plan Amendment / Zone Change
- [8.](#) **10:20 AM** Oregon Health Authority grant agreement #180009-3
- [9.](#) **10:30 AM** Second Intergovernmental Agreement – Coordinated Houseless Response Office
- [10.](#) **10:40 AM** Discussion and Consideration of Collaborative Agreement for Managed Camps

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.

11. Executive Session under ORS 192.660 (2) (e) Real Property Negotiations

ADJOURN



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: November 8, 2023

SUBJECT: Approval of an intergovernmental agreement with the Oregon Youth Authority providing funding for basic and diversion services

RECOMMENDED MOTION:

Move approval of Chair signature of Document No. 2023-937, an intergovernmental agreement with the Oregon Youth Authority providing funding for basic and diversion services.

BACKGROUND AND POLICY IMPLICATIONS:

Each biennium, the State of Oregon through the Oregon Youth Authority provides funding to counties for basic juvenile department services ("basic" services) and services for offenders at higher risk for a commitment to state custody ("diversion" services). This intergovernmental agreement covers the 2023-25 biennium, for which Deschutes County was allocated \$954,843. The County will utilize funding to provide, among other things, functional family therapy, detention-based health care services, and gender-responsivity assessments.

BUDGET IMPACTS:

The County will receive \$954,843 for the 2023-2025 biennium on a reimbursement basis. Funding is included as budgeted revenue in the Juvenile Division's adopted FY24 budget.

ATTENDANCE:

Trevor Stephens, Deschutes County Community Justice Business Manager
Michele Winters, Juvenile Division Management Analyst

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.

<p>STATE OF OREGON INTERGOVERNMENTAL AGREEMENT JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES</p>	
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Agreement #15072

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, 2023**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2025**.
2. **Consideration.** The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is **\$954,843.00**. 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.

AGENCY: STATE OF OREGON, acting by and through its Oregon Youth Authority

By: _____ Date: _____

By: _____ Date: _____

Name: Teri Bledsoe

Title: _____

Mailing Address: 530 Center St. NE, Suite 500
Salem, Oregon 97301-3740

Mailing Address: _____

Facsimile: (503) 373-7921

Facsimile: _____

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 \$150,000.00)

By: Susan Amesbury via email Date: 06/30/2023
Assistant Attorney General

Reviewed and Approved by **OYA Agreement Administrator:**

By: Template approved 06292023 Date: _____
Laura Ward

Reviewed by **OYA Procurement Specialist:**

By: _____ Date: _____
Susanna Ramus

**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 and includes “youth offenders” as that term is used in ORS 420.017 and 420.019.
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 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 adjudicated 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. **“Service”** means any service or group of related services delivered as part of Service Plan implementation.
- 19. **“Service Plan”** means the County’s plan for 2023-2025 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 2023-2025 has been developed and approved as described above, the term "Service Plan" has the meaning set forth in Exhibit C, Section 4.
- 20. **“Supplanting”** means replacing funding County would have otherwise provided to the County Juvenile Department to serve the target populations in this Agreement.
- 21. **“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.
- 22. **“Target Population for Diversion Services”** 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.

**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 2023-2025 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, 2023 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
63360 NW Britta, Bldg #1
Bend, OR 97703
Voice: (541)322-7644
Facsimile: (541)383-0165
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 youth offenders.

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 the highest risk local adjudicated 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 are youths 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.
- b. Diversion funds provide specialized services that prevent the highest risk local adjudicated 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 2021-2023 biennium. Until the Service Plan for the 2023-2025

biennium has been approved by the OYA and is on file with the OYA, the Service Plan for the 2021-2023 biennium shall remain in effect and County shall continue to provide Services under that Plan; once the Service Plan for the 2023-2025 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, 2023. 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 2023-2025 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 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 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	\$438,357.00
JCP BASIC	\$516,486.00
GRAND TOTAL	\$954,843.00

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.

 	<p>Oregon Juvenile Justice Information System</p> <p>Policy Statement</p>	 
Service Tracking in JJIS		
<p>Approved:</p>  <p>Philip Cox, Co-Chair JJIS Steering Committee</p>	<p>Effective Date: 1/16/2013</p> <p>JJIS Steering Committee Approval: 12/19/2012</p> <p>JJIS Policy & Standards Committee Approval: 8/22/2012</p> <p>Supersedes:</p>	
REFERENCE:		

<u>PURPOSE:</u>	<ul style="list-style-type: none"> • 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
<u>DEFINITIONS:</u>	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.



<p><u>POLICY:</u></p>	<p>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.</p> <p><u>Tracking</u></p> <p>Required Tracking</p> <p>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:</p> <ul style="list-style-type: none"> • Competency Development <ul style="list-style-type: none"> ○ Educational ○ Independent Living ○ Skill Development – Non-Residential ○ Skill Development – Residential ○ Therapeutic Foster Care ○ Vocational • Family <ul style="list-style-type: none"> ○ Family Counseling ○ Family Education ○ Functional Family Therapy ○ Multi-Systemic Therapy • Fire Setter <ul style="list-style-type: none"> ○ Fire Setter – Non-Residential ○ Fire Setter – Residential • Gang <ul style="list-style-type: none"> ○ Gang – Non-Residential ○ Gang – Residential • Mental Health <ul style="list-style-type: none"> ○ Mental Health – Non- Residential ○ Mental Health – Residential • Co-Occurring <ul style="list-style-type: none"> ○ Co-Occurring – Non-Residential ○ Co-Occurring – Residential • Sex Offender
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	<ul style="list-style-type: none"> ○ Sex Offender – Non-Residential ○ Sex Offender – Residential ● Substance Abuse <ul style="list-style-type: none"> ○ Substance Abuse - Non-Residential ○ Substance Abuse - Residential ● Other Youth Specific Services <ul style="list-style-type: none"> ○ Drug Court ○ Mentoring ○ Other Residential ○ Other Youth Services ○ Victim Related ○ Wrap Around <p>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:</p> <ul style="list-style-type: none"> ○ Services ○ Case Plan Interventions ○ Programs attached to Conditions <p>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.</p> <p>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.</p> <p>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.</p> <p>Subject to local policy, service dosage, attendance, and participation may be tracked using the Attendance Tracking feature.</p> <p><u>Optional Tracking</u></p> <p>Service tracking is not required for the following basic and infrastructure services, but may be tracked according to local protocol.</p> <ul style="list-style-type: none"> ● Accountability services designed to provide a consequence or an accountability experience for a youth. <ul style="list-style-type: none"> ○ Community Service ○ Work Crews
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	<ul style="list-style-type: none"> ○ Restitution Programs ● Accountability services designed to provide alternative service coordination for accountability experiences <ul style="list-style-type: none"> ○ 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 <p>* Detention and shelter based treatment programs may be tracked as service separate from the custody episode.</p> <p><u>Non-trackable Services</u></p> <ul style="list-style-type: none"> ● Other Basic Services <ul style="list-style-type: none"> ○ 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. <p>** Polygraphs and UA's results may be tracked in Conditions.</p> <p><u>Monitoring Data Integrity</u></p> <p>Monitor Administrative - Set Up</p> <p>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.</p>
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	<p>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.</p> <p>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.</p> <p>JJIS Report 562 – Active Program Report Options and Visibility can be used to monitor the administrative set up for a specific office.</p> <ul style="list-style-type: none"> • http://www.jjis.state.or.us/reports/details/detail00562.htm <p>Monitor Service Tracking</p> <p>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.</p> <p>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.</p> <p>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.</p> <ul style="list-style-type: none"> • http://www.jjis.state.or.us/reports/details/detail00363.htm <p>Attendance Tracking</p> <p>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.</p>
<p><u>PROCEDURES:</u></p>	<p>Tracking Services</p> <ol style="list-style-type: none"> 1. Determine which JJIS feature the office will use to track services: <ul style="list-style-type: none"> o Services o Case Plan Interventions



	<ul style="list-style-type: none"> ○ 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. <p>Maintaining Provider/Programs in JJIS</p> <ul style="list-style-type: none"> 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. <p>Maintaining Attendance Tracking Course Definitions</p> <ul style="list-style-type: none"> 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:	<ul style="list-style-type: none"> • 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

2023 - 2025

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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.

This report provides an overview of data to convey the demand on services at the county level, populations at risk of coming to OYA, 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.

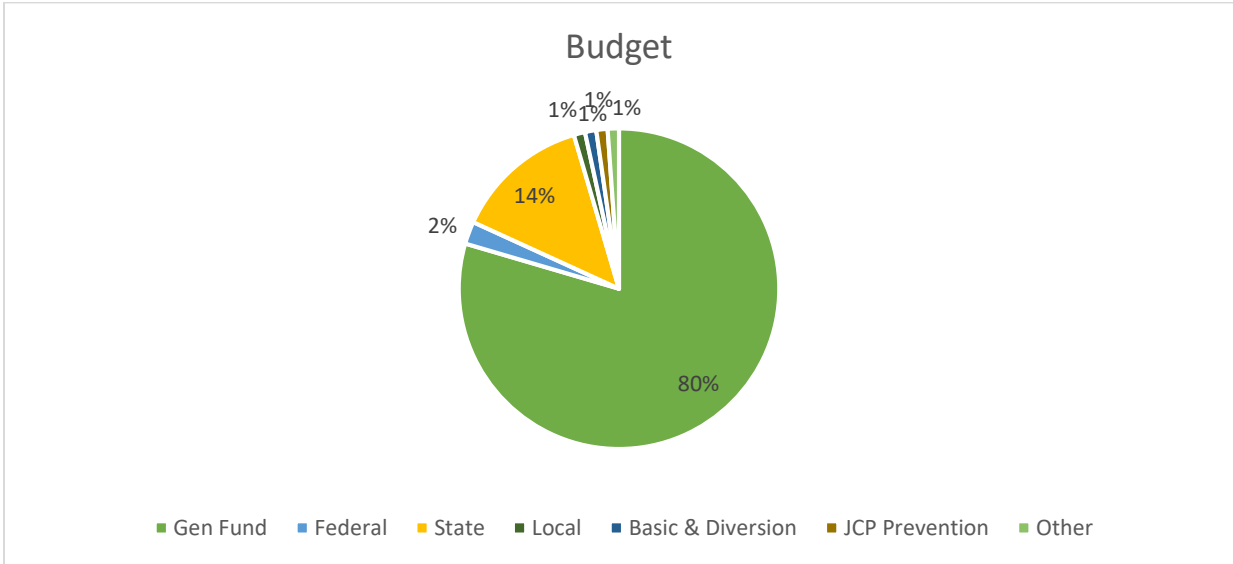
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County Budget and Youth Population

Juvenile Department Budget

County juvenile department services are funded from multiple sources that may include county general fund; federal, state Juvenile Crime Prevention basic, diversion and prevention funding, other state or local resources; and grants.

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).



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 unaccounted for financial benefits to the State. This may include local services or programs that counties share with OYA, such as detention or youth development programs.

► Provide an example of how your department and OYA collaborated to support the needs of youth in your area.

Deschutes County Juvenile Community Justice (DCJCJ) regularly works with OYA to collaborate and support the needs of youth in Deschutes County. At times, an informal collaboration begins with a meeting where the community justice officer, the DCJCJ supervisor, and an OYA representative discuss a case. The goal of this collaboration is to see if the youth’s risk and needs can be addressed in the community before moving onto a formal placement committee meeting. On rare occasion, OYA sometimes joins our department for an escalation multi-disciplinary team (EMDT) meeting. Generally, these meetings occur prior to OYA involvement but are utilized to mitigate risks associated with a youth’s potential escalation to OYA. If necessary, Deschutes County requests a formal placement meeting that is facilitated by DCJCJ Behavioral Health Supervisor. The goal of Placement Committee is to clearly lay out the youth’s risk and needs and make a determination based on the youth’s current situation what recommendations will be best for the youth, family and community. OYA is a part of these meetings and the goal is to understand what services are currently being offered, what services are needed, barriers for the youth and ultimately make a recommendation for

placement and/or services. Other collaboration between DCJCJ and OYA occurs when a youth is in placement and may need additional supports to avoid being removed from a program and/or prevent unnecessary detention episodes.

Here are some specific examples to provide more context to what we have done in the past.

Youth MD has been dependent for care for most of her adolescent years. DHS was not able to find adequate placement in order for her to access local MH/SUDS treatment. At PV adjudication, OYA’s initial plan was to recommend YCF because community placement options were minimal and those that considered youth were reluctant to accept because of youth’s extensive needs and a history of one physical assault that youth was involved in at a recent placement. Deschutes County worked closely with OYA to push back on community programs to reconsider and ultimately youth was placed. So far, escalation to YCF has been avoided.

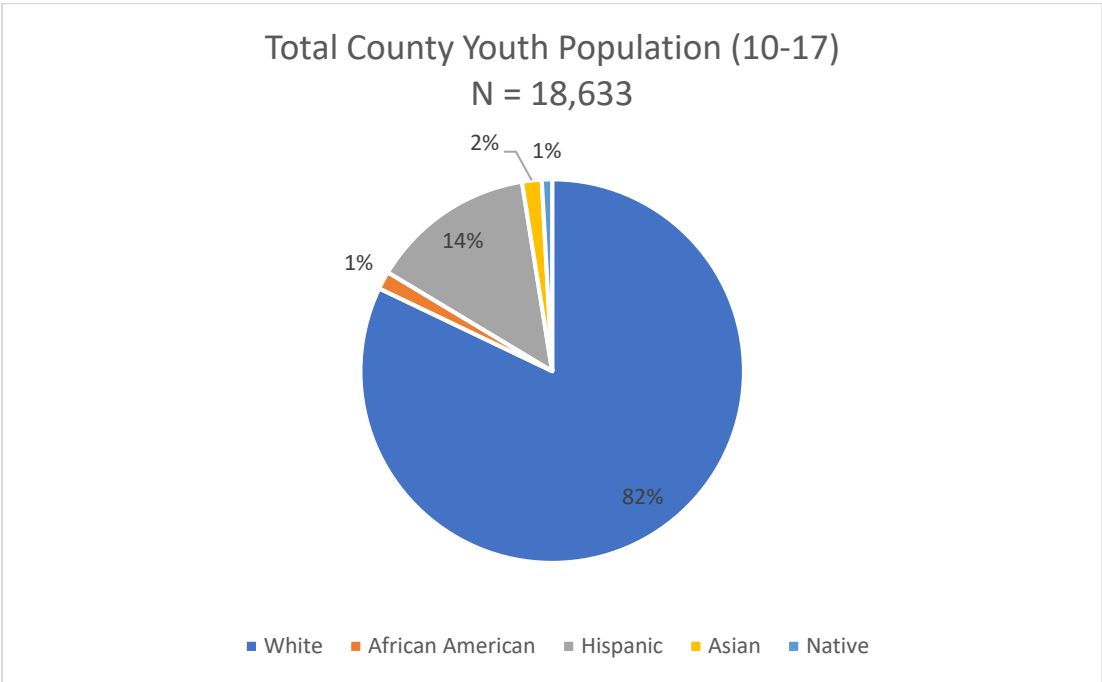
Youth LH was a youth that did not reside in Deschutes County and needed to complete community service hours for a probation condition. OYA case worker called to ask if the youth could participate in our community service program. Allowing the out of county youth to work off his hours helped the youth complete all conditions of his probation.

Total County Youth Population (Youth 10-17)

The following chart shows the total youth population, ages 10-17, who reside in the county. This 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.

The additional information in this report (e.g. referrals, equitable services, youth needs) will help inform how the JCP funds are used in each county.

Source: 2020 population data provided by Office of Juvenile Justice and Delinquency Prevention



Youth Data

Youth Referred to the Juvenile Department (All Youth)

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 table below shows all of these referral types, and unique youth reflects that youth are only counted once, no matter how many referrals they received.

Source: 2022 JJIS annual report (Youth Referral Page 8)

All Referrals	Gender	Race/Ethnicity
Unique youth (n=587)	Male (n=367) — 62.5%	Caucasian (n=426) — 72.6%
	Female (n=212) — 36.1%	Hispanic (n=80) — 13.6%
	Unknown (n=8) — 1.4%	African-American (n=13) — 2.2%
		Asian (n=4) — .7%
		Native (n=9) — 1.5%
		Other (n=55) — 9.4%

The table below shows only criminal referrals, and again represents unique youth, not the total number of referrals.

Source: 2022 JJIS annual report (Youth Referral Page 7)

Criminal Only Referrals	Gender	Race/Ethnicity
Unique youth (n=322)	Male (n=223) — 69.3%	Caucasian (n=234) — 72.7%
	Female (n=96) — 29.8%	Hispanic (n=70) — 17.4%
	Unknown (n=3) — 0.9%	African-American (n=7) — 2.2%
		Asian (n=2) — .6%
		Native (n=7) — 2.2%
		Other (n=19) — 5.9%

Demographics of Youth Referred to the Juvenile Department (A Mis. and Felonies)

This chart represents demographic information on youth referred to the juvenile department for a class A misdemeanor or any felony offense. This population of youth are eligible for commitment to OYA for a community placement or youth correction facility, based on public safety concerns or the needs of the youth.

Source: Adapted from the Allegation_Referral universe within BIS Reports. OYA Research and Evaluation Team

A Mis. & Felony Referrals	Risk Level	Gender	Race/Ethnicity
Unique youth (n=211)	High (n=34) — 16%	Male (n=158) — 75%	Caucasian (n=147) — 70%
	Medium (n=53) — 25%	Female (n=51) — 24%	Hispanic (n=43) — 20%
	Low (n=99) — 47%	Non-binary (n=1) — 0.5%	African-American (n=4) — 2%
	Unknown (n=25) — 12%	Unknown (n=1) — 0.5%	Asian (n=1)— 0.5%
			Native (n=4)— 2%
			Other/Unknown (n=12)— 6%

*Risk level is provided for youth where a Juvenile Crime Prevention (JCP) assessment was available. Totals may not match total number of unique youth.

Juvenile Crime Prevention Risk Assessment – Highlights of Needs

The information below comes from completed Juvenile Crime Prevention risk assessments that demonstrates need areas, such as mental health, behavioral health, or substance use. The data are used to inform the service needs within the community.

► (Note: All youth receive a JCP assessment.)

Source: Adapted from the Assessments universe within BIS Reports. OYA Research and Evaluation Team

#	Question	(n=)	Percentage
2.8	Diagnosed learning disability or concrete evidence of cognitive difficulties	113	36%
4.1	Chronic aggressive, disruptive behavior at school starting before age 13	84	27%
4.6	Chronic runaway history	45	14%
4.12	A pattern of impulsivity combined with aggressive behavior towards others	62	20%
5.4	History of reported child abuse/neglect or domestic violence	167	53%
5.6	Criminal family member having impact on youth's behavior	84	27%
5.7	Substance-Abusing family or household member(s)	80	25%
6.1	Substance use beyond experimental	208	66%
6.3	Substance use began at age 13 or younger	122	39%
8.1	Actively suicidal or prior suicide attempts	70	22%
8.2	Depressed or withdrawn	134	43%
8.4	Hallucinating, delusional, or out of touch with reality	13	4%

Disposition of Youth by Demographics

This table demonstrates the types of dispositions of referrals, broken down by sex, age, and race/ethnicity. The disposition of referrals to the juvenile justice system 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).

Source: 2022 JJIS Annual Report (Disposition Page 9)

Disposition of Referrals by Demographics													
	TOTAL	SEX			AGE			RACE/ETHNICITY					
		Females	Males	Unknown	12 and Younger	13-15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown	White
Not Petitioned													
• Review & Close	448	181	261	6	28	198	222	16	3	40	1	42	346
• Diversion/ Informal Disposition	283	84	198	1	23	110	150	2	2	60	7	11	201
Petitioned													
• Dismissed	18	1	16	1	1	5	12	1	1	1	0	1	14
• Plea Bargain/ Alternative Process	2	0	2	0	0	0	2	0	0	1	0	0	1
Adjudicated Delinquent													
• Formal sanction	1	0	1	0	0	0	1	0	0	0	0	0	1
• Probation	56	10	46	0	0	27	29	1	5	7	0	1	42
• Probation & Commitment to Agency (Non-OYA)	0	0	0	0	0	0	0	0	0	0	0	0	0
• Probation & OYA commitment for community placement	8	1	7	0	0	5	3	0	2	0	0	0	6
• OYA commitment to YCF	4	2	2	0	0	0	4	0	0	0	0	0	4

Equity

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.

Assessment of Equitable Access to County/Local Services

► Note any disparities based on race and gender in referrals and dispositions.

- For all referrals we are noticing the following disparities.
 - African American youth make up 2.2% of all referrals, but only represent 1% of Deschutes County youth.
 - Indigenous youth make up 1.5% of all referrals, but only represent 1% of Deschutes County youth.
- For criminal referrals we are noticing the following disparities.
 - African American youth make up 2.2% of all criminal referrals, but only represent 1% of Deschutes County youth.
 - Hispanic youth make up 17.4% of all criminal referrals, but only represent 14% of Deschutes County youth.
 - Indigenous youth make up 2.2% of all criminal referrals, but only represent 1% of Deschutes County youth.
- For A MISD and felony referral we are noticing the following disparities
 - Hispanic youth make up 20% of all A MISD and felony referrals, but only represent 14% of Deschutes County youth.
 - Indigenous youth make up 2% of all A MISD and felony referrals, but only represent 1% of Deschutes County youth.
- For not petitioned we are noticing the following disparities.
 - African American youth make up 3.6% of review and close, but only represent 1% of Deschutes County.
 - Hispanic youth make up 21% of Diversion/Informal Disposition, but only represent 14% of Deschutes County youth.
 - Indigenous Youth make up 2.5% of Diversion/Informal Disposition, but only represent 1% of Deschutes County youth.
- For petitioned we are noticing the following disparities.
 - African American youth make up 5.6% of dismissed petitions, but only represent 1% of Deschutes County youth.
 - Asian youth make up 5.6% of dismissed petitions, but only represent 2% of Deschutes County youth.
 - Hispanic youth make up 50% of Plea Bargain/Alternative process, but only represent 14% of Deschutes County youth.
- For adjudicated delinquent we are noticing the following disparities.
 - African American youth make up 1.8% of probation cases, but only represent 1% of Deschutes County youth.
 - Asian youth make up 9% of probation cases and 25% of Probation/OYA commitments for community placement, but only represent 2% of Deschutes County youth.

► Describe what is working well for equitable service delivery (e.g., gender, race/ethnicity, crime type) at the local level.

Deschutes County Community Justice has utilized different strategies to help with equitable service delivery. First we utilized a series of matrices that structure our decision making from receipt of referral through disposition and subsequent technical and/or new law violations. A youth's JCP score and offense severity are considered at all decision points.

Unfortunately in our community our services are very limited in terms of being culturally responsive or gender specific. We have taken internal measures to begin the process to translate all official documents into Spanish. We also have recruited and trained Spanish speaking staff to conduct services at all decision points (i.e. Intake Assessment and Supervision) for our Spanish speaking youth/families. Interpreter services are available for Spanish speaking families who are participating in Functional Family Therapy. We have also recently launched a culturally responsive support service in detention. This group focuses on youth who identify as Indigenous by providing mentorship and ultimately all youth in the facility benefit from participation in the craft circle. This is a new service and we are very excited to replicate the services by utilizing other community groups who provide culturally specific support. As a department we are continuing our work in understanding and eliminating racial inequities. Our most recent goal setting for 2023 included the incorporation of the Government Alliance on Race and Equity tool (GARE) into this process and many of these goals have a focus around equitable service delivery for youth in our department.

► After reviewing your data, services, and outcomes, do you see any adjustments or issues that need to be addressed differently?

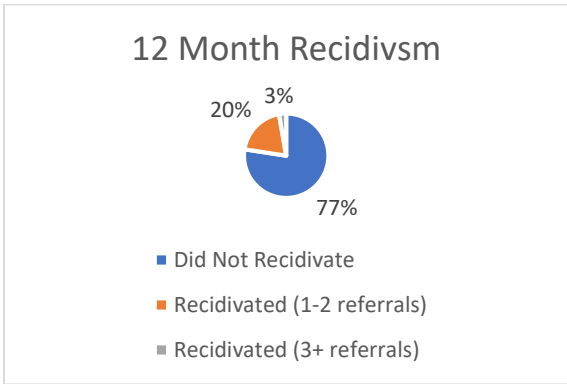
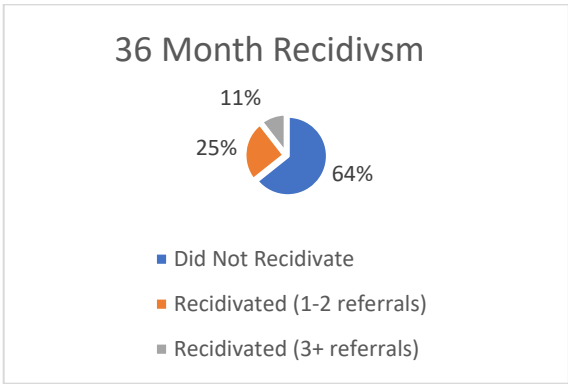
It is clear that we need to continue our work around restorative justice and equity and look at potential options to expand to those entities in charge of making referrals and charging decisions. This includes seeking collaboration with local school officials, law enforcement, district attorney's office and the Court. Most of the disparities in Deschutes County start before we have contact with the youth, but as a part of that system it is part of our responsibility to model and help them understand the disparities that are occurring and how to eliminate those disparities.

Output and Outcome Measures

Juvenile Department Recidivism

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.

Source: 2022 JJIS Annual Reports (Recidivism Page 7, 36 & 12 Month)



Escalation to OYA Commitment

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. This table represents the percentage of youth who were initially placed on county probation and were escalated to either OYA probation or directly to OYA close custody.

Escalation from County Supervision to OYA	Youth on County Probation	# of Youth Escalated to OYA	% County Escalation
Youth on County Probation	49	4	8.2%
Escalated to OYA Probation		4	8.2%
Escalated directly to OYA Close Custody		0	0%

Source: Adapted from Escalation and ORRA Event Universes within BIS Reports. OYA Research and Evaluation Team

► Provide an example of services provided to a youth that did not escalate to OYA and what worked to prevent escalation (including services provided and other factors that prevented escalation).

Deschutes County Community Justice looks to exhaust all placement options to prevent escalation for youth to OYA. We consider placement options outside of the current environment with other family members, friends, Cascade Youth and Family Services (The Loft), temporary shelter care through respite services for youth/family. We look at consideration for residential treatment options (i.e. In-patient SUDS treatment through Rimrock Trails, Madrona, private residential placements for youth with private insurance). We work with youth to seek out education and/or employment options in the community such as Heart of Oregon Corps. We assess medium and high risk youth for Function Family Therapy (FFT) services and provide those services at no cost to the youth/family. At times, we work closely with family/guardians to develop parental contracts that outline specific goals for family/guardian to encourage and empower them to help the youth be successful with supervision and services. Fortunately we have a

24 hour stabilization center in Deschutes County and we connect youth in crisis to these services whenever necessary. We work with our County Behavioral Health provider to connect youth with Wrap services or Young Adult in Transition (YAT) programs. When necessary, we also have a partnership with Youth Villages to provide intensive outpatient services for at risk youth/family in their home. We regularly utilize an escalation multi-disciplinary team (EMDT) meeting to help strategize and problem solve to prevent escalation to OYA. Generally, these meetings occur prior to OYA involvement but are utilized to mitigate risks associated with a youth's potential escalation to OYA. Our goal is to address a youth and families risk, needs, barriers and be as responsive as we can based on the services we have available to avoid OYA escalation.

Here are some specific examples to provide more context to what we have done in the past.

Youth SS avoided escalation to OYA after EMDT action plan that facilitated a team effort to connect youth with Youth Build and MH services. Youth was stabilized in the JCJ 30 day program prior to execution of the action plan. Probations were closed successful.

Youth JT was referred to the delinquency system for an assault on a family member, who was his only sustaining caregiver. Youth spent 60+ days in detention pending a PV. OYA seemed to be the only option until I/DD was brought into assess youth's eligibility. Youth ultimately was released to a group home placement. Distant family members were also able to provide short-term respite to bridge the gap between release and placement.

Youth MS was escalating deeper into the juvenile justice system due to his behaviors. The CJO recommended the 30 day program through JDF, this helped the youth maintain pro-social behavior for about six months. Once the youth began to exhibit anti-social behavior again the CJO worked with the youth's IDD worker to get him voluntarily placed in an IDD program, Professional Therapeutic Community Network (PTCN). This program helped this youth change his behavior and kept him from escalating into OYA.

► Provide an example of services provided to a youth that are at "imminent risk" to escalate to OYA and explain any gaps in services that may have impacted escalation.

One of our largest barriers at this time is availability beds in our placement resources. Sometimes the lack of a bed can result in youth escalating without the necessary services and thus ends in OYA escalation. We also have a major gap in substance use disorder services for youth in our community. Our residential provider has very limited bed space and it is only for male youth. We also have no level two outpatient services being offered by a local provider and assessment wait times can average a couple weeks. We also lack dual diagnosis treatment options. We also do not have a local counselor or treatment provider that provides treatment related to sexual offending. Our contracted provider works out of Montana and while he is still able to provide services this doesn't present challenges being that he is not here locally. In Deschutes County we also very limited to no foster care options for youth who could be treated in the community. Many times these youth have offended sexually and we are unable to find a community placement option for them which in turn leads to OYA placement.

Here are some specific examples to provide more context to what we have done in the past.

Youth DD was at imminent risk to escalate to YCF. Her age prohibited her placement in community residential via OYA contracts, no other options for this 18 year old to access the SUDS evaluator's firm recommendation that youth needed intensive in-patient treatment.

We have had several youth who have offended sexually and been directly committed to OYA due to lack of community resources. The youths have usually offended a younger sibling and were unable to return home. Due to other family members also having younger children in their home the youth did not have a safe place to reside, therefore committed to OYA. If we had local foster care placements or other housing services for youth who have

committed sexual offenses the youth would have stayed in the community and would have been successful without further escalation into the juvenile justice system.

► 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.

JCP Risk Assessment Completion

The following table represents the percentage of JCP risk assessments completed for each youth who received that disposition within the timeframes indicated, during calendar year 2022.

	% Completed 90 days pre-disposition	% Completed 30 days post-disposition	Total % Completed*
Diversion/Other	49.2%	23.0%	72.2%
Formal Accountability Agreement	54.4%	49.7%	100.0%
Probation	81.1%	5.7%	83.0%
OYA Commitment (Probation or YCF)	77.8%	11.1%	77.8%

*The total column may not equal the sum of 90 days pre and 30 days post. This can occur when a youth was found to have a JCP during both time periods.

Source: OYA Research and Evaluation Team/JJIS Data

► Discuss the completion rate for JCP risk assessments. Please include strategies to increase the completion rate in the future.

We are working with Bis Reports to better understand the JCP data above. The likely reason why Diversion/Other and OYA Commitment are not at 100% completed is due to the time frames being used to measure this. As a part of our process our Intake unit conducts a JCP on all youth that enter our system and our CJOs reassess as needed throughout supervision and at the end. The assessment is the main tool we use for our routing matrix and structured decision making and will be the main factor that influences the level of supervision and services youth receive. We conduct regular JCP trainings for new staff and also do JCP interrater reliability and JCP refresher trainings.

Summary and Plan

► Based on the data provided in this document (budget, JCP, outcomes, equitable access) and any other factors — describe how it informed your JCP basic and diversion plan?

We appreciate having this data available to help us when building our JCP basic and diversion plan. The emphasis on calling out disparities for marginalized populations supports the work we have been doing around restorative justice and equity. This data clearly allows us to articulate the disparities that occur before a youth comes through our doors and reinforces that we will continue efforts with key partners like Restorative Justice and Equity to implement restorative practices in our schools and community which are both proactive and help respond when problems arise. Working with partners, we will center the solutions and needs articulated by youth and families of color. The majority of the plan’s funding request is to provide Functional Family Therapy to families. This intervention engages family members to address youth’s criminogenic risks, needs and strengths by identifying, amplifying and harnessing their own family’s unique, culturally-informed way of functioning. Families remain one of the most important locations for effective engagement and long term behavior change. Youth by definition are inextricably connected to their families and caregivers. There is very little likelihood of youth behavior change without the support of their family. Functional Family Therapy, now in its 14th year in Deschutes County, is an evidence based practice to bring family strengths to the forefront when understanding and addressing youth behavior issues. The program receives referrals from many parts of the county, including schools, human services, primary care physicians and families themselves. It continues to have high adherence ratings and remains a certified FFT Inc. site.

► Describe your plan for JCP basic and diversion funds; ATTACH the budget detail sheet when submitting.

For the 2023-2025 biennium Deschutes County Community Justice will continue to utilize a majority of the Basic and Diversion funding to support Functional Family Therapy (FFT) services. Basic funding will support 1 to 1.5 FTE FFT certified therapists to reduce juvenile recidivism by serving medium and high risk youth being supervised on FAAs or Probation for B-C misdemeanors. Diversion funding will support 1 FTE FFT to reduce juvenile recidivism and minimize use of OYA close custody beds by serving high risk youth being supervised on Probation for A misdemeanors or felonies. Basic and diversion funding will be used to support detention medical services (Contract) currently provided by Premise, Inc. which will provide .5 FTE nurse and oversight/consultation of physician to ensure safety and health standards for detained youth. Detention does not reduce recidivism or change behavior; humane, respectful conditions of confinement where basic needs are met professionally and empathetically reduces trauma associated with detention, and supports recovery from past trauma or abuse rampant amongst youth who are detained. We will also use some Basic funding to conduct a gender responsive assessment of our department which will look at our department as a whole to assess how our department provides gender responsive supervision and services. From this assessment, a formal recommendation will be created and the department will work on an action plan with the goal of addressing two to three gender responsive recommendations.

Submitted by

► Michele Winters

Name (print or type)

7/12/2023

X Michele Winters

Michele Winters

Signed by: Michele Winters

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 2023-25

DATE 7/1/2023
COUNTY Deschutes
CONTACT Michele Winters and Trevor Stephens
EMAIL michele.winters@deschutes.org and trevor.stephens@deschutes.org

PHONE 541-385-1722

PLAN TYPE	DATE/INITIALS
<input type="checkbox"/> Original - refer to written plan	
<input type="checkbox"/> Amendment OR	
<input type="checkbox"/> > 10% Amendment (requires approval)	
<input type="checkbox"/> Approved	

Provide amendment details in the space provided for each amended service.

Individual Program Budgets

Service Category (see legend*)	JCP Basic		JCP Diversion		Notes/Comments	
	JCP Basic Budget Type	Personnel	FTE	Personnel Budget		Contracted Budget
Youth Specific Treatment	Personnel	1.0	1.0	\$ 300,804		\$ 300,804
Program Reporting Category	Contracted					
Family						
Program Name(s)						
Functional 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		JCP Diversion		Notes/Comments	
	JCP Basic Budget Type	Personnel	FTE	Personnel Budget		Contracted Budget
Basic Services and Infrastructure	Personnel	1.0	1.0	\$ 300,804		\$ 300,804
Program Reporting Category	Contracted					
Other Basic Services						
Program Name(s)						
Premise Medical Services, Gender Responsive Assessment and Consultation/Recommendations						
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

11/08/2023 Item #1.

Other JCP Basic and Diversion Expenditures

Describe BASIC Programs M&S/Miscellaneous/Administration Expenditures
Administration expenses related to grant management and reporting.

ENTER EXPENDITURE AMOUNTS IN THE CORRESPONDING SPACES BELOW

Describe DIVERSION Programs M&S/Miscellaneous/Administration Expenditures
Administration expenses related to grant management and reporting.

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 \$ 492,794	Diversion \$ 413,478	
Other Expenditures	Basic	Diversion	
	Materials & Supplies ▶ \$ -	Materials & Supplies ▶ \$ -	
	Miscellaneous ▶ \$ -	Miscellaneous ▶ \$ -	
	Administration ▶ \$ 23,692	Administration ▶ \$ 24,879	
TOTALS	JCP Basic \$ 516,486	JCP Diversion \$ 438,357	



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

October 27, 2023

Re: Contract #15072 hereafter referred to as "Contract"

Please complete and return the following documents:

- This Document Return Statement
- Contract Document in its entirety (all pages)

If you have any questions or concerns with the above-referenced Contract, please feel free to contact Susanna Ramus, OYA Senior Contract Specialist at 971-301-0918.

Please complete the below:

I _____ (Name) _____ (Title)

received a copy of the above-referenced Contract, 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 Contract without change.

Authorized Signature

Date



BOARD OF
COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: November 8, 2023

SUBJECT: Presentation from Veterans' Services Department

RECOMMENDED MOTION:

Informational presentation only on services offered to assist veterans and their families.

BACKGROUND AND POLICY IMPLICATIONS:

The Deschutes County Veterans' Services division helps military veterans access their benefits, including healthcare, education, home loans and homeless assistance.

BUDGET IMPACTS:

None

ATTENDANCE:

Sean Kirk, Veterans' Services Officer



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: November 8, 2023

SUBJECT: Presentation from Envision Bend on its Vision Action Plan

RECOMMENDED MOTION:

NA/presentation only

BACKGROUND AND POLICY IMPLICATIONS:

Envision Bend's Vision Action Plan lays out 28 strategies to address key challenges facing the greater Bend area over the next five years. Envision Bend will present the recently-completed Plan to the Board and answer questions.

BUDGET IMPACTS:

In 2022, Deschutes County contributed \$25,000 to Envision Bend for its Bend Vision Project. This project consisted of five phases—research, outreach, engagement, action planning and plan development—which culminated in the Vision Action Plan.

ATTENDANCE:

Matt Muchna, Executive Director of Envision Bend



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: November 8, 2023

SUBJECT: Public Hearing: Ordinance No. 2023-024 extending the effective date of Ordinance No. 2023-013 from November 21, 2023 to March 31, 2024

RECOMMENDED ACTION:

Move first and second reading (by title only) and emergency adoption of Ordinance No. 2023-024, extending the effective date of the amendments to DCC 11.04 adopted previously through Ordinance No. 2023-013.

BACKGROUND AND POLICY IMPLICATIONS:

In August, the Board adopted Ordinance No. 2023-013 which amended Deschutes County Code section 11.04 effective November 21, 2023. However, since the County has yet to locate or develop the necessary parcel(s) to accommodate sufficient numbers of homeless persons from various unsanctioned camps, legal staff advises delaying the effective date of these amendments.

BUDGET IMPACTS:

Unknown

ATTENDANCE:

Admin

Legal

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Ordinance Amending the Effective Date of *
Ordinance No. 2023-013 which adopted amendments * ORDINANCE NO. 2023-024
to Chapter 11.04 of the Deschutes County Code. *

WHEREAS, on August 23, 2023, the Deschutes County Board of Commissioners adopted Ordinance No. 2023-013 which adopted amendments to Chapter 11.04 of the Deschutes County Code; and

WHEREAS, the effective date for Ordinance No. 2023-013 is November 21, 2023; and

WHEREAS, Deschutes County wishes to delay the effective date of Ordinance No. 2023-013; now therefore,

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

Section 1. NEW EFFECTIVE DATE. The effective date of Ordinance No. 2023-013 is extended until March 31, 2024.

Section 2. ADOPTION. This Ordinance being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist; this Ordinance takes effect upon adoption.

///

Dated this _____ of _____, 2023

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DeBONE, Chair

PATTI ADAIR, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

Date of 1st Reading: 8th day of November, 2023.

Date of 2nd Reading: 8th day of November, 2023.

<u>Commissioner</u>	<u>Yes</u>	<u>No</u>	Record of Adoption Vote	
			<u>Abstained</u>	<u>Excused</u>
Patti Adair				
Phil Chang				
Anthony DeBone				

Effective date: 8th day of November, 2023.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: November 8, 2023

SUBJECT: First reading of Ordinance No. 2023-025 – Stevens Road Tract Plan Amendment / Zone Change

RECOMMENDED MOTION:

Move approval of first reading of Ordinance No. 2023-025 by title only.

BACKGROUND AND POLICY IMPLICATIONS:

The applicant, City of Bend, requests approval to change the Comprehensive Plan designation (land use file no. 247-23-000415-PA) of the subject property from Rural Residential Exception Area to Bend Urban Growth Boundary, and approval to change the zone (land use file no. 247-23-000416-ZC) of the subject properties from Multiple Use Agricultural to Urbanizable Area. The subject property is referred to as the Stevens Road Tract and House Bill 3318 allows this property to be brought into the Bend Urban Growth Boundary and developed with a variety of uses, including affordable housing.

The entirety of the record can be viewed from the project website at: https://www.deschutes.org/cd/page/247-23-000415-pa-247-23-000416-zc-stevens-road-comprehensive-plan-amendment-and-zone-change

BUDGET IMPACTS:

None

ATTENDANCE:

Audrey Stuart, Associate Planner

REVIEWED _____
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Ordinance Amending Deschutes County *
Code Title 23, the Deschutes County *
Comprehensive Plan, to Change the *
Comprehensive Plan Map Designation for *
Certain Property From Rural Residential *
Exception Area to Bend Urban Growth *
Boundary, and Amending Deschutes County *
Code Title 18, the Deschutes County Zoning *
Map, to Change the Zone Designation for *
Certain Property From Multiple Use *
Agricultural to Urbanizable Area.

ORDINANCE NO. 2023-025

WHEREAS, City of Bend, applied for changes to both the Deschutes County Comprehensive Plan Map (247-23-000415-PA) and the Deschutes County Zoning Map (247-23-000416-ZC), to change the comprehensive plan designation of the subject property from Rural Residential Exception Area (RREA) to a Bend Urban Growth Area designation, and a corresponding zone change from Multiple Use Agricultural (MUA-10) to Urbanizable Area (UA); and

WHEREAS, after notice was given in accordance with applicable law, a public hearing was held on October 11, 2023, before the Deschutes County Hearings Officer and, on October 24, 2023, the Hearings Officer recommended approval of the Comprehensive Plan Map Amendment and Zone Change;

WHEREAS, pursuant to DCC 22.28.030(B), in considering all quasi-judicial zone changes and those quasi-judicial plan amendments on which the Hearings Officer has authority to make a decision, the Board of County Commissioners shall, in the absence of an appeal or review initiated by the Board, adopt the Hearings Officer's decision. No argument or further testimony will be taken by the Board; now, therefore,

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

Section 1. AMENDMENT. DCC Title 23, Deschutes County Comprehensive Plan Map, is amended to change the plan designation for certain property described in Exhibit "A" and depicted on the map set forth as Exhibit "B" from RREA to Bend Urban Growth Area, with both exhibits attached and incorporated by reference herein.

Section 2. AMENDMENT. DCC Title 18, Zoning Map, is amended to change the zone designation from MUA-10 to UA for certain property described in Exhibit "A" and depicted on the map set forth as Exhibit "C", with both exhibits attached and incorporated by reference herein.

Section 3. AMENDMENT. DCC Section 23.01.010, Introduction, is amended to read as described in Exhibit "D" attached and incorporated by reference herein, with new language underlined.

Section 4. AMENDMENT. Deschutes County Comprehensive Plan Section 5.12, Legislative History, is amended to read as described in Exhibit "E" attached and incorporated by reference herein, with new language underlined.

Section 5. FINDINGS. The Board adopts as its findings in support of this Ordinance the Decision of the Hearings Officer as set forth in Exhibit "F" and incorporated by reference herein.

Section 6. EFFECTIVE DATE. This Ordinance takes effect on the 90th day after the date of adoption.

Dated this ____ of _____, 2023

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

Date of 1st Reading: ____ day of _____, 2023.

Date of 2nd Reading: ____ day of _____, 2023.

Record of Adoption Vote:

Commissioner	Yes	No	Abstained	Excused
Patti Adair	—	—	—	—
Anthony DeBone	—	—	—	—
Phil Chang	—	—	—	—

Effective date: ____ day of _____, 2023.

ATTEST

Recording Secretary

Exhibit "A" to Ordinance 2023-025

Legal Descriptions of Affected Property

LAND LOCATED IN THE NORTHEAST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 18 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 11, SAID CORNER BEING MARKED BY A 2-1/2" BRASS CAP IN A MONUMENT BOX;

THENCE ALONG THE NORTH LINE OF SECTION 11, NORTH 89°34'56" WEST 1292.41 FEET TO A POINT ON THE WESTERLY LINE OF A PG&E GAS TRANSMISSION COMPANY NORTHWEST NATURAL GAS PIPELINE SYSTEM EASEMENT, SAID POINT BEING MARKED BY A 2" ALUMINUM CAP INSCRIBED "BECON";

THENCE ALONG SAID WESTERLY LINE, SOUTH 18°14'18" WEST 5558.25 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 11, SAID POINT BEING MARKED BY A 2" ALUMINUM CAP INSCRIBED "BECON";

THENCE ALONG SAID SOUTH LINE, SOUTH 89°44'11" EAST 352.26 FEET TO THE SOUTH 1/4 CORNER OF SECTION 11, SAID CORNER BEING MARKED BY A 2" BRASS CAP;

THENCE CONTINUING ALONG SAID SOUTH LINE, SOUTH 89°44'33" EAST 2651.99' TO THE SOUTHEAST CORNER OF SECTION 11, SAID CORNER BEING MARKED BY A 2' BRASS CAP IN CONCRETE;

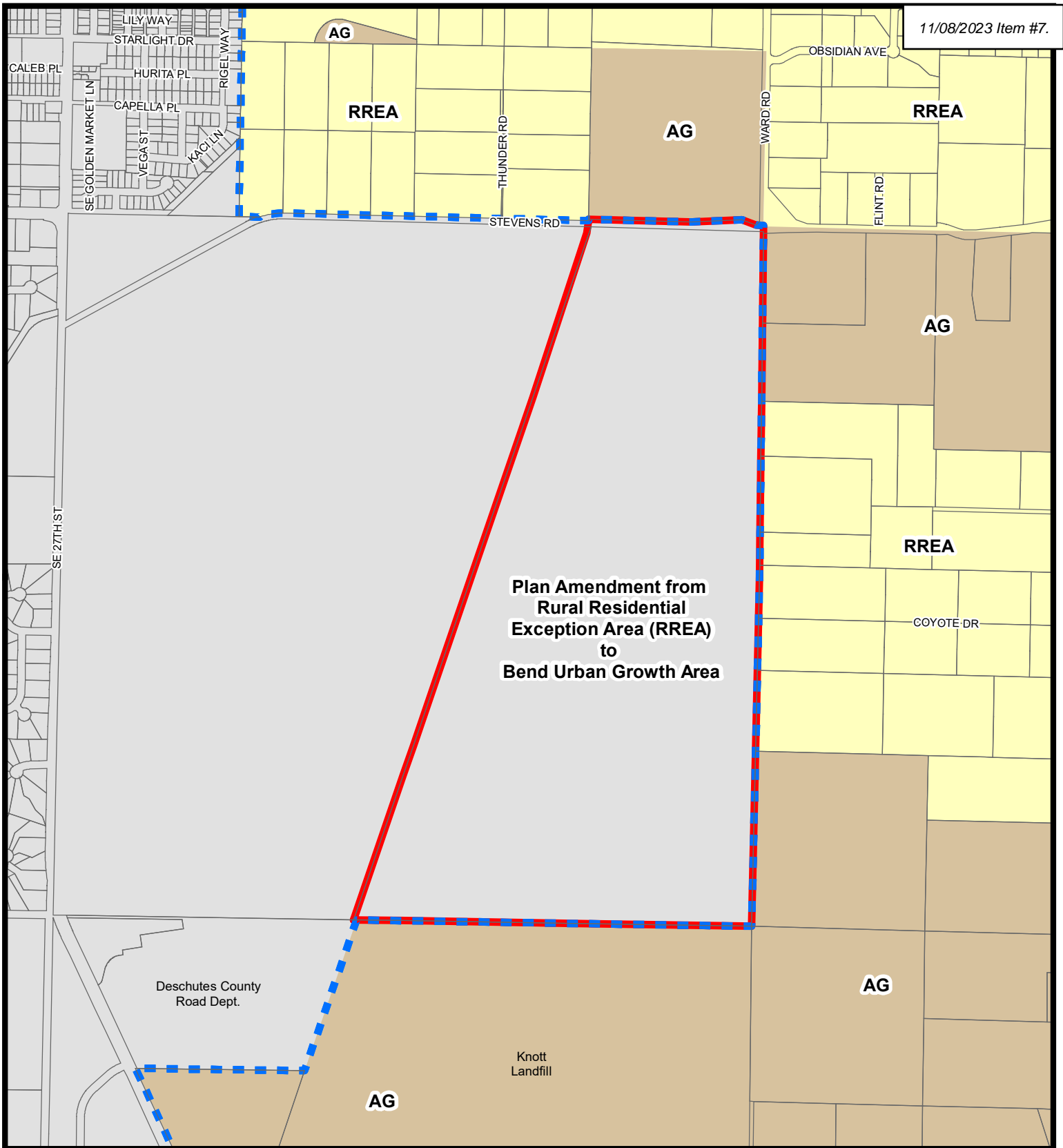
THENCE ALONG THE EAST LINE OF SECTION 11, NORTH 00°38'57" EAST 2644.75 FEET TO THE EAST 1/4 CORNER OF SECTION 11, SAID CORNER BEING MARKED BY A 5/8" IRON ROD WITH NO CAP;

THENCE CONTINUING ALONG THE EAST LINE OF SECTION 11, NORTH 00°02'56" WEST 2638.55 FEET TO THE POINT OF BEGINNING.



CONTAINS 261.66 ACRES, MORE OR LESS.

THIS PROPERTY IS SUBJECT TO ALL OTHER EASEMENTS, RESTRICTIONS, AND RIGHTS OF WAY OF RECORD PERTAINING TO THE ABOVE DESCRIBED LANDS.





BEARINGS BASED ON THE NORTH LINE OF SECTION 11 PER CS03485, DESCHUTES COUNTY SURVEY RECORDS.



Legend

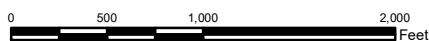
-  Plan Amendment Boundary
-  Bend Urban Growth Boundary

Comprehensive Plan Designation

-  AG - Agriculture
-  RREA - Rural Residential Exception Area
-  URA - Urban Reserve Area
-  Bend Urban Growth Area

PROPOSED PLAN AMENDMENT

Exhibit "B"
to Ordinance 2023-025



November 1, 2023

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

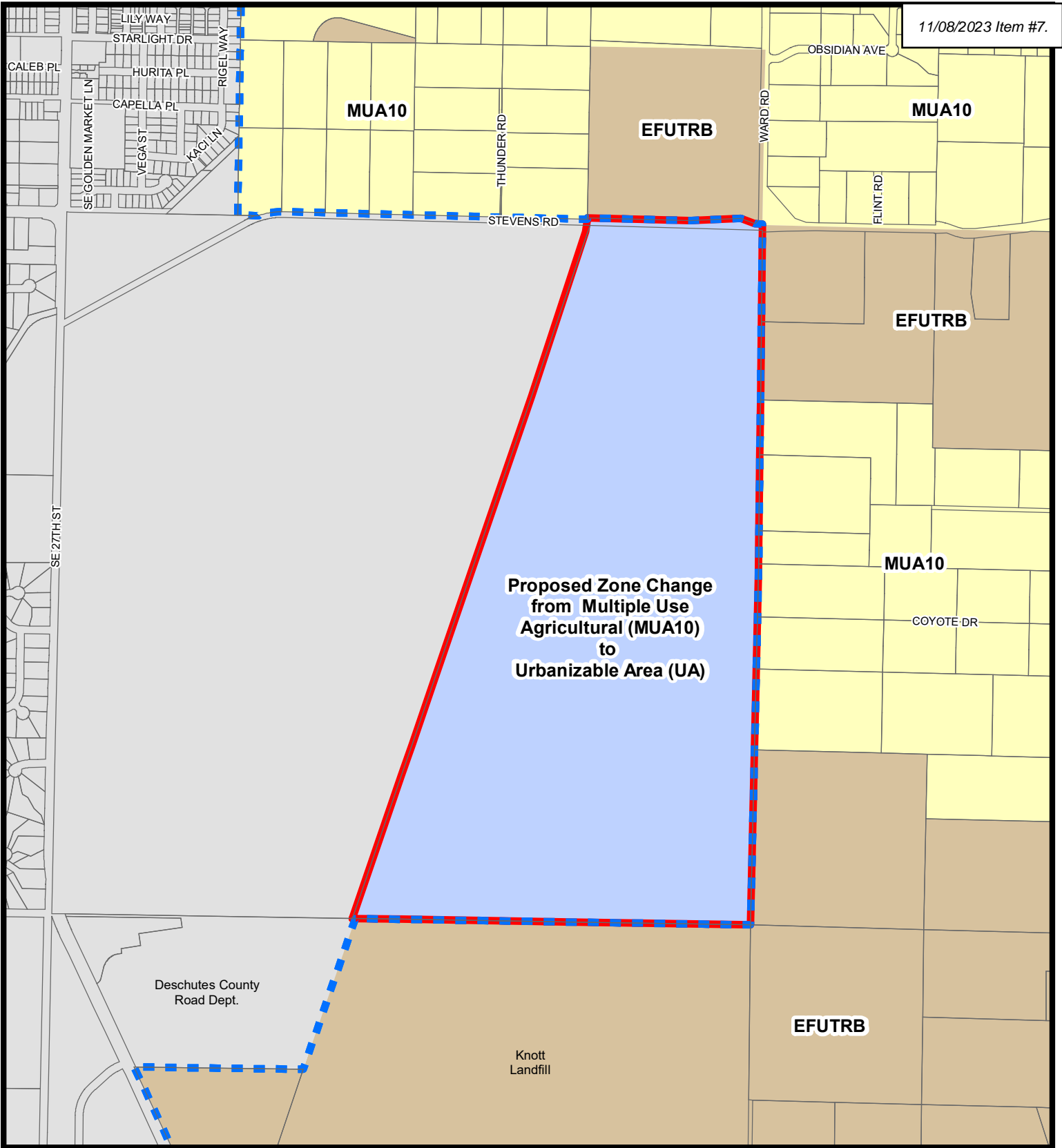
Tony DeBone, Chair

Patti Adair, Vice Chair

Phil Chang, Commissioner



ATTEST: Recording Secretary

Dated this _____ day of _____, 2023
Effective Date: _____, 2023






**Proposed Zone Change
from Multiple Use
Agricultural (MUA10)
to
Urbanizable Area (UA)**

Legend

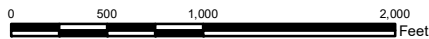
-  Plan Amendment Boundary
-  Bend Urban Growth Boundary

County Zoning

-  EFUTRB - Tumalo/Redmond/Bend Subzone
-  MUA10 - Multiple Use Agricultural
-  UA - Urbanizable Area

**PROPOSED
ZONING**

Exhibit "C"
to Ordinance 2023-025



November 1, 2023

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

Tony DeBone, Chair

Patti Adair, Vice Chair

Phil Chang, Commissioner

ATTEST: Recording Secretary

Dated this ____ day of ____, 2023
Effective Date: ____, 2023

Exhibit “D” to Ordinance 2023-025**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. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2012-005, are incorporated by reference herein.
- 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.

Exhibit “D” to Ordinance 2023-025

- 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.

Exhibit “D” to Ordinance 2023-025

- 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.

Exhibit “D” to Ordinance 2023-025

- 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.
- 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.**

Click here to be directed to the Comprehensive Plan (<http://www.deschutes.org/compplan>)

HISTORY

Amended by Ord. [2011-027](#) §10 on 11/9/2011

Adopted by Ord. [2011-003](#) §2 on 11/9/2011

Amended by Ord. [2011-017](#) §5 on 11/30/2011

Amended by Ord. [2012-012](#) §1, 2, 3, 4 on 8/20/2012

Amended by Ord. [2012-005](#) §1 on 11/19/2012

Amended by Ord. [2013-002](#) §1 on 1/7/2013

Repealed by Ord. [2013-001](#) §1 on 1/7/2013

Amended by Ord. [2013-005](#) §1 on 1/23/2013

Amended by Ord. [2012-016](#) §1 on 3/4/2013

Amended by Ord. [2013-009](#) §1 on 5/8/2013

Amended by Ord. [2013-012](#) §1 on 8/8/2013

Amended by Ord. [2013-007](#) §1 on 8/28/2013

Exhibit “D” to Ordinance 2023-025

Amended by Ord. [2014-005](#) §2 on 2/26/2014
Amended by Ord. [2014-006](#) §2 on 3/15/2014
Amended by Ord. [2014-012](#) §1 on 8/6/2014
Amended by Ord. [2014-021](#) §1 on 11/26/2014
Amended by Ord. [2015-029](#) §1 on 11/30/2015
Amended by Ord. [2015-010](#) §1 on 12/21/2015
Amended by Ord. [2015-021](#) §1 on 2/22/2016
Amended by Ord. [2015-018](#) §1 on 3/28/2016
Amended by Ord. [2016-001](#) §1 on 4/5/2016
Amended by Ord. [2016-022](#) §1 on 9/28/2016
Repealed & Reenacted by Ord. [2016-027](#) §1, 2 on 12/28/2016
Amended by Ord. [2016-005](#) §1 on 2/27/2017
Amended by Ord. [2016-029](#) §1 on 3/28/2017
Amended by Ord. [2017-007](#) §1 on 11/1/2017
Amended by Ord. [2018-002](#) §1 on 1/25/2018
Amended by Ord. [2018-005](#) §2 on 10/10/2018
Amended by Ord. [2018-008](#) §1 on 10/26/2018
Amended by Ord. [2018-008](#) §1 on 10/26/2018
Amended by Ord. [2018-008](#) §1 on 10/26/2018
Amended by Ord. [2018-006](#) §1 on 11/20/2018
Amended by Ord. [2018-011](#) §1 on 12/11/2018
Amended by Ord. [2019-004](#) §1 on 3/14/2019
Amended by Ord. [2019-003](#) §1 on 3/14/2019
Amended by Ord. [2019-002](#) §1 on 4/2/2019
Amended by Ord. [2019-001](#) §1 on 4/16/2019
Amended by Ord. [2019-010](#) §1 on 5/8/2019
Amended by Ord. [2019-011](#) §1 on 5/17/2019
Amended by Ord. [2019-006](#) §1 on 6/11/2019
Amended by Ord. [2019-019](#) §2 on 12/11/2019
Amended by Ord. [2020-001](#) §26 on 4/21/2020
Amended by Ord. [2020-003](#) §1 on 5/26/2020
Amended by Ord. [2020-002](#) §1 on 5/26/2020
Amended by Ord. [2020-008](#) §5 on 9/22/2020
Amended by Ord. [2020-007](#) §1 on 10/27/2020
Amended by Ord. [2020-006](#) §1 on 11/10/2020
Amended by Ord. [2020-009](#) §4 on 11/17/2020
Amended by Ord. [2020-013](#) §1 on 11/24/2020
Amended by Ord. [2021-002](#) §3 on 4/27/2021
Amended by Ord. [2021-005](#) §1 on 6/16/2021
Amended by Ord. [2021-008](#) §1 on 6/30/2021
Amended by Ord. [2022-001](#) §2 on 7/12/2022
Amended by Ord. [2022-003](#) §2 on 7/19/2022
Amended by Ord. [2022-006](#) §2 on 7/22/2022
Amended by Ord. [2022-010](#) §1 on 10/25/2022

Exhibit “D” to Ordinance 2023-025

Amended by Ord. 2023-001 §1 on 3/1/2023
Amended by Ord. 2022-013 §2 on 3/14/2023
Amended by Ord. 2023-007 §19 on 4/26/2023
Amended by Ord. 2023-010 §1 on 6/21/2023
Amended by Ord. 2023-018 §1 on 8/30/2023
Amended by Ord. 2023-015 §3 on 9/13/2023
Amended by Ord. 2023-025 §1 on 11/29/2023

Exhibit “E” to Ordinance 2023-025

Section 5.12 Legislative History

Background

This section contains the legislative history of this Comprehensive Plan.

Table 5.12.1 Comprehensive Plan Ordinance History

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

Exhibit “E” to Ordinance 2023-025

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
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.

Exhibit “E” to Ordinance 2023-025

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 II 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

Exhibit “E” to Ordinance 2023-025

2018-006	8-22-18/11-20-18	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
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.

Exhibit “E” to Ordinance 2023-025

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 I 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
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.

Exhibit “E” to Ordinance 2023-025

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	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.
2020-002	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.

Exhibit “E” to Ordinance 2023-025

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 Vandevent Road from US 97.
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)

Exhibit “E” to Ordinance 2023-025

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 <u>Ord. 2023-015</u>)	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) To Rural Industrial (RI)
2022-013	12-14-22/03-14-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)

Exhibit “E” to Ordinance 2023-025

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	08-30-23/11-29-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
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)
<u>2023-025</u>	<u>11-29-23/2/27/24</u>	<u>23.01.010</u>	<u>Comprehensive Plan Map Amendment, changing designation of certain property from Rural Residential Exception Area (RREA) to Bend Urban Growth Area</u>

HEARINGS OFFICER DECISION

FILE NUMBER(S): 247-23-000415-PA, 247-23-000416-ZC

**SUBJECT PROPERTY/
OWNER:**

Mailing Name: STATE OF OREGON
Map and Tax lot: 1812110000100
Account: 151657
Situs Address: 61200 27TH ST, BEND, OR 97702
(the “Subject Property”)

APPLICANT: Eric King, City of Bend

REQUEST: Amendment to the Comprehensive Plan designation and a Zone Change of the Subject Property from Rural Residential Exception Area (RREA) and Multiple Use Agricultural (“MUA10”) Zone to Bend Urban Growth Boundary (UGB) Area and Urbanizable Area (UA), respectively. The subject proposal is in conjunction with House Bill 3318 (“HB 3318”), to bring the Stevens Road Tract into the City of Bend UGB.

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RECORD: Record items can be viewed and downloaded from:
<https://www.deschutes.org/cd/page/247-23-000415-pa-247-23-000416-zc-stevens-road-comprehensive-plan-amendment-and-zone-change>.

HEARINGS OFFICER: Gregory J Frank

I. APPLICABLE CRITERIA

- Title 18 of the Deschutes County Code, the County Zoning Ordinance:
 - Chapter 18.32, Multiple Use Agricultural (MUA10).
 - Chapter 18.136, Amendments
- Title 19A of the Deschutes County Code, Bend Urbanizable Area (UA) District
- Title 22, Deschutes County Development Procedures Ordinance
- Deschutes County Comprehensive Plan
 - Chapter 1, Comprehensive Planning
 - Chapter 2, Resource Management
 - Chapter 4, Urban Growth Management
 - Chapter 5, Supplemental Sections

Appendix C-Transportation System Plan
Oregon Administrative Rules (“OAR”), Chapter 660
Division 12, Transportation Planning
Division 15, Statewide Planning Goals and Guidelines
Division 24, Urban Growth Boundaries
Oregon Revised Statutes (“ORS”)
ORS 197.298, Priority of Land to be Included with Urban Growth Boundary

II. Overview Findings

A public hearing was held on October 11, 2023 (the “Hearing”) providing the Applicant, Deschutes County Planning Staff (“County Staff”) and members of the public an opportunity to provide oral and written comments related to the application in this case. Only the Applicant (City of Bend Planning Staff and City Attorney representatives) and County Staff offered testimony and written comments at the Hearing. No person or entity, at the Hearing, provided the Hearings Officer any testimony or written comments in opposition to the Applicant’s proposal or the evidence and findings set forth in the Staff Report.

The Staff, in the Staff Report and during its presentation at the Hearing, expressed a level of uncertainty related to the relationship of various County planning policies to the House Bill 3318 statutory processes. Staff, in the Staff Report (page 29), stated the following¹:

“The language of HB 3318 appears to refer to the planning amendments the City of Bend must undertake in order to receive approval for bringing the subject property within the Bend UGB.

Section (2)(4) of HB 3318 includes the following definition: “Stevens Road planning amendments’ means amendments to the city’s comprehensive plans, land use regulations or zoning maps that affect the development of the Stevens Road tract’ [emphasis added].

The language of the House Bill does not specify the process, if any, that the County must undertake for the corresponding amendment to the County Comprehensive Plan. Absent that guidance, the subject request has been processed as a request for a Comprehensive Plan Amendment and Zone Change pursuant to Deschutes County Code. It is not apparent to staff whether the House Bill exempts the subject application from demonstrating compliance with Statewide Planning Goals, Deschutes County Comprehensive Plan policies, or other provisions of Deschutes County Code.

Staff requests the Hearings Officer make specific findings regarding whether the provisions of HB 3318 are applicable approval criteria for the subject amendment to Deschutes County’s Comprehensive Plan, as well as the proposed Zone Change of the subject property.”

The Hearings Officer agrees with Staff that HB 3318 is focused on actions that must be taken by the City of Bend. The Hearings Officer finds no clear reference, in HB 3318, to any planning process or

¹ See also County Senior Transportation Planner comments related to relevant/applicability of Statewide Goal 12 (Staff Report, page 5).

procedures that must be undertaken by the County. The Hearings Officer concurs with Staff that HB 3318 references to planning amendments are references to the City of Bend’s comprehensive plan, land use regulations and zoning maps.

Staff asked the Hearings Officer to determine if the Statewide Planning Goals are applicable to the application in this case. The Applicant provided the following comments related to this issue:

“The purpose of this finding is to show that the Statewide Planning Goals are not applicable to this proposal because of the above-cited language in Section 3 of HB 3318. Section 9 of HB 3318 provides that standards in the bill apply to the Stevens Road Tract in lieu of statewide planning goals. Section 3(1)(a) of HB 3318 states that actions taken under sections 2 through 9 of this 2021 Act are not land use decisions, as defined in ORS 197.015. Under this statute, ORS 197.015(10) defines a land use decision as one that includes under (10)(a)(A) a final decision or determination made by a local government or special district that concerns the adoption, amendment, or application of the goals. The goals in this context refer to the Statewide Planning Goals.”

The Hearings Officer does not disagree with the Applicant’s above-quoted comments as they relate to City of Bend applications and processing of the Stevens Road Tract. However, based upon the lack of clear and objective language relating to the **County** processing of the Stevens Road Tract, the Hearings Officer makes the following findings.

The Hearings Officer finds that HB 3318 does not explicitly or inferentially limit or restrict consideration of County planning processing requirements. The Hearings Officer finds that the County application processing requirements for Comprehensive Plan amendments, and other relevant provisions of the Deschutes County Code (“DCC”), do require consideration of statewide planning goals. The Hearings Officer finds the County processing requirements, including consideration of statewide planning goals, do apply in the processing of this land use application. The Hearings Officer acknowledges that Staff, in the Staff Report, provided findings for the County Comprehensive Plan and other relevant provisions of the DCC. The Applicant, during Hearing testimony, expressed agreement with the Staff Report findings related to the statewide planning goals.

Staff, in several instances, requested the Hearings Officer consider supplementing Staff findings. The Hearings Officer addresses those requests in the findings for the relevant criterion.²

Finally, the Hearings Officer reiterates that no person or entity testified at the Hearing or asserted in any written document contained in the public record opposition to the Applicant’s proposal. With the exception of findings set forth in this section (Overview of Findings) and in the modified findings related to specific sections (see footnote 2) the Hearings Officer has adopted the Staff Findings from the Staff Report as the findings for this decision.

² See findings for DCC 18.136.020 B (Staff Report page 8), DCC 18.136.020 C.2 (Staff Report page 10); Comprehensive Plan sections 2.5 (Staff Report page 14), 3.6 Goal 1 (Staff Report page 22 & 23) and 3.7 (Staff Report page 23).

III. BASIC FINDINGS

LOT OF RECORD: The Subject Property is a legal lot of record together with Tax Lot 200, which borders the Subject Property to the west, pursuant to Deschutes County files 247-17-000726-PA, 727-ZC.

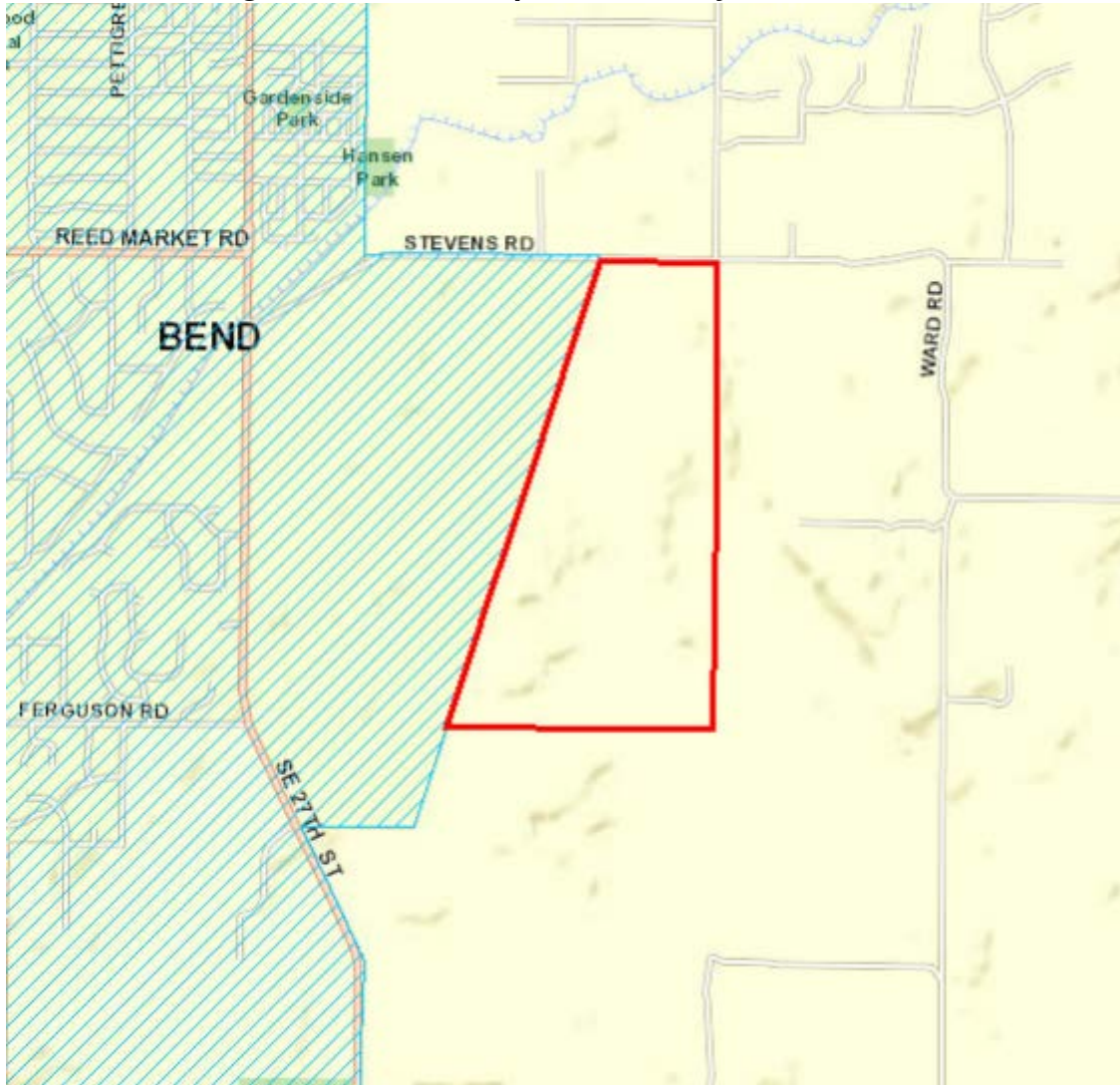
SITE DESCRIPTION: The Subject Property is 261.66 acres in size and is bordered on the north by Stevens Road, which turns into Ward Road. The Subject Property is bordered to the west by a TransCanada natural gas pipeline and 13 acres of the Subject Property are within an easement associated with the pipeline. The application materials provide the following description of the Subject Property:

“The Stevens Road Tract property today is undeveloped rural land with informal trail systems meandering through the site. It is comprised of scattered junipers and occasional ponderosa pine trees, with sagebrush and other low-coverage understory vegetation. There are rock outcrops that form localized high points and subtle ridges throughout the site, rising between approximately 10 and 20 feet above grade.”

The Subject Property is zoned Multiple Use Agricultural (MUA10) and is not within any overlay zones. There is no mapped floodplain on the Subject Property, and it does not contain any wetlands mapped on statewide or national inventories.

As described below, the Subject Property was approved for a UGB expansion through HB 3318. There are associated City of Bend planning processes for the Subject Property, and the Subject Property is referred to as Stevens Road Tract in those documents. For the purpose of this review, Hearings Officer uses the terms ‘Subject Property’ and ‘Stevens Road Tract’ or ‘SRT’ interchangeably.

Figure 1: Location Map and Proximity to Bend UGB



PROPOSAL: The Applicant requests approval of a Comprehensive Plan Map Amendment to change the designation of the Subject Property from a Rural Residential Exception Area (RREA) designation to Bend Urban Growth Area. The Applicant also requests approval of a corresponding Zoning Map Amendment to change the zoning of the Subject Property from Multiple Use Agricultural (MUA10) to Urbanizable Area (UA) District. The purpose of the amendments is to provide dense, master-planned development that includes affordable housing and workforce housing, pursuant to the process outlined in HB 3318. The submitted application materials include the following additional details:

“In 2021, the Oregon Legislature passed HB 3318 (See Exhibit G). Through this legislation, HB 3318 provides an alternative process for the City of Bend to include the Stevens Road Tract in the Bend UGB (See Section 6 of HB 3318). The bill is limited in use to including only the 261.66 acre tract and no other properties in the Bend UGB. The legislation further requires a two-step process for planning this property that includes development and approval of a concept plan, and subsequent approval of what HB 3318 refers to as planning amendments (See Section 9 of HB 3318) that outline what amendments to the Bend Comprehensive Plan and Development Code the City must adopt to support subsequent master planning of the Stevens Road Tract. The legislation was crafted with the

participation and consent of DSL, to facilitate the property for sale and future urban development.”

SURROUNDING LAND USES: The area surrounding the Subject Property is defined by the City of Bend’s UGB to the west; land to the north, east, and south of the Subject Property are outside of the UGB and contain a mix of residential use, small-scale agriculture, and public facilities. Neighboring rural lands are zoned Multiple Use Agricultural (MUA10) and Exclusive Farm Use (EFU).

The submitted application materials include the following additional details on adjacent properties:

“North. The area north of Stevens Road includes several rural residential parcels developed with homes and outbuildings. The County Comprehensive Plan designations in this area include Agriculture and Rural Residential Exception Area. Most of the area is zoned MUA10, Multiple Use Agricultural. One property approximately 38 acres in size and located at the northwest corner of Ward Road and Stevens Road is zoned Exclusive Farm Use-Tumalo/Redmond/Bend subzone. The area outside of the UGB includes properties from five to 40 acres in size. A Central Oregon Irrigation District (COID) Canal runs southwest to northeast between properties inside and outside the UGB. The area north and west of the COID canal is inside the UGB and has been developed with detached houses in the RS, Urban Standard Residential Zone.

West. The area west of the SRT consists of the area described above as the Stevens Ranch Major Community Master Plan. The master plan includes land designated for housing, commercial uses, and industrial uses. The plan includes a 50-acre large lot industrial site located to the south and abutting property owned by Deschutes County that is also north of the Knott Landfill.

South. The area due south of the SRT is owned by Deschutes County, is undeveloped, and has similar topography and vegetation. This area is designated as Agriculture on the County’s Comprehensive Plan map and zoned EFUTRB. The County also owns land south of the SRT that has been developed as the Knott Landfill, designated Surface Mining, and zoned for Surface Mining. To the south and west of the SRT are a number of non-residential uses along 27th Street south of Ferguson Rd, including the County’s Road Department, Humane Society of Central Oregon, and Central Oregon Electric Cooperative.

East. The area due east of the SRT includes several rural residential parcels south of Ward Road and west of Ward/Larsen Road. The properties in this area are designated either Rural Residential Exception Area or Agriculture and zoned accordingly. This area is approximately one-half mile in depth between the SRT’s eastern boundary line and Ward/Larsen Road. Non-residential uses include Bend Community Farm and the Bend Kitty Lodge.”

PUBLIC AGENCY COMMENTS: The Planning Division mailed notice on June 8, 2023, to several public agencies and received the following comments:

Deschutes County Senior Transportation Planner, Tarik Rawlings

“I have reviewed the transmittal materials for file 247-23-000415-PA, 416-ZC for a Plan Amendment and Zone Change for affordable housing on 261.66 acres to the north of the City of

Bend at 61200 27th St, Bend, OR 97702 aka County Assessor’s Map 18-12-11, Tax Lot 100. The proposal is related to House Bill 3318 (2021), and the subject property is referred to as the Stevens Road Tract. The subject property currently has a Comprehensive Plan designation of Rural Residential Exception Area (RREA) and is zoned as Multiple Use Agriculture (MUA-10). The proposal would annex the area and change the designation to the City’s Urbanizing Area (UA).

HB 3318 Section 3 specifically states that actions taken under Sections 2 to 9, including Plan Amendments and Zone Changes, are not land use decisions as defined in ORS 197.015 and, therefore, are not required to comply with Statewide Planning Goal 12 (Transportation), which is implemented by the Transportation Planning Rule (TPR) - OAR 660-012-0060. However, local codes still require traffic analysis, specifically Deschutes County Code (DCC) 18.116.310(C)(3) and 18.116.310(E)(4), which may apply to the subject proposal.

The subject property will be brought into the City of Bend as a result of the proposal. There currently is no specific proposal to develop the land, but the City’s transportation consultant had prepared an assessment dated (May 17, 2022) reviewing the potential trip generation of the property and planned improvements to affected City facilities. There were no adverse effects outlined in the assessment. Under the Joint Area Management Agreement between City of Bend and Deschutes County, jurisdictional transfer of roads are accomplished as part of annexation. The site is currently served by Stevens Road (County designated Rural Collector) to the north. Adequacy of current and future transportation facilities will be reviewed per the Bend development code as the land is proposed to develop. Finally, HB 3318 exempts the subject property from any Statewide Planning Goals, including Goal 12 (Transportation) as the subject property includes affordable housing and that the proposal is not a land use decision. Therefore, the Transportation Planning Rule (TPR) at OAR 660-012, does not apply nor does Deschutes County Code (DCC) 18.116.310. Staff finds this goal is met.”

The following agencies did not respond to the notice: Arnold Irrigation District, Bend Fire Department, City of Bend Planning Department, City of Bend Growth Management Department, Oregon Department of Agriculture, Oregon Department of Land Conservation and Development, Department of State Lands, Deschutes County Assessor, Deschutes County Building Division, Deschutes County Road Department, and District 11 Watermaster.

PUBLIC COMMENTS: The Planning Division mailed notice of the application to all property owners within 750 feet of the subject property on June 8, 2023. The Applicant also complied with the posted notice requirements of Section 22.24.030(B) of Title 22. The Applicant submitted a Land Use Action Sign Affidavit indicating the Applicant posted notice of the land use action on June 12, 2023. Two public comments were received into the record. The first, from John Heylin (6/23/2023 email) expressed support for the application proposal. The second, from David and Theresa Douglas (10/11/2023 email) expressed concerns related to roadway access if and when the Subject Property is developed. The Douglas email did not set forth any objections to the application in this case.

NOTICE REQUIREMENT: On September 1, 2023, the Planning Division mailed a Notice of Public Hearing to all property owners within 750 feet of the Subject Property and public agencies. A Notice of Public Hearing was published in the Bend Bulletin on Sunday, September 3, 2023. Notice of the

first evidentiary hearing was submitted to the Department of Land Conservation and Development on September 3, 2023.

REVIEW PERIOD: According to Deschutes County Code 22.20.040(D), the review of the proposed quasi-judicial plan amendment and zone change application is not subject to the 150-day review period.

IV. GENERAL FINDINGS & CONCLUSIONS

Title 19A of the Deschutes County Code, Bend Urbanizable Area District

Section 19A.01.010 Purpose, Applicability And Definitions

- 1. ***Purpose. The Urbanizable Area (UA) District is intended to preserve large areas of undeveloped or rural land for future urban development prior to annexation. The UA District promotes the livability, stability, safety and improvement of the City of Bend by allowing orderly development consistent with the Bend Comprehensive Plan.***
- 2. ***Applicability. The provisions of the UA District apply to all land inside the Urban Growth Boundary but outside the city limits, except for the land withdrawn from the City of Bend by the County by City Resolution 2459. The City of Bend is responsible for administering Title 19A using the Bend Development Code (BDC). The UA District will automatically be removed upon annexation to the City, and the zoning that implements the Bend Comprehensive Plan designation for the property will apply.***

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“As described above, the applicant proposes to change the zoning of the subject property to Urbanizable Area, which will function as a holding zone until the property is annexed into the Bend city limits. Staff finds that DCC 19A.01.010 is a purpose statement, which sets forth a general expression of a goal or objective to maintain large areas of undeveloped or rural land for future urban development prior to annexation. See Beck v. City of Tillamook, 20 Or LUBA 178, 185-86 (1990). Staff therefore finds DCC 19A.01.010 is not an approval criterion for the subject application.”

Title 18 of the Deschutes County Code, County Zoning

Chapter 18.136, Amendments

Section 18.136.010, Amendments

DCC Title 18 may be amended as set forth in DCC 18.136. The procedures for text or legislative map changes shall be as set forth in DCC 22.12. A request by a property owner for a quasi-judicial map amendment shall be accomplished by filing an application on

forms provided by the Planning Department and shall be subject to applicable procedures of DCC Title 22.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The Applicant, also the property owner, has requested a quasi-judicial plan amendment and filed the applications for a plan amendment and zone change. The Applicant has filed the required Planning Division’s land use application forms for the proposal. The application will be reviewed utilizing the applicable procedures contained in Title 22 of the Deschutes County Code.”

Section 18.136.020, Rezoning Standards

The applicant for a quasi-judicial rezoning must establish that the public interest is best served by rezoning the property. Factors to be demonstrated by the applicant are:

- A. That the change conforms with the Comprehensive Plan, and the change is consistent with the plan's introductory statement and goals.**

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The Applicant provided the following response in its submitted burden of proof statement:

“The proposed amendment will be consistent with the applicable elements of the Comprehensive Plan Vision Statement. The expansion of the Bend UGB to include the Stevens Road Tract is a necessary step before completing planning amendments required under HB 3318. This legislation requires certain elements to be addressed in planning amendments adopted by the City after an approved UGB expansion, which will also be consistent with these elements of the Vision Statement as follows:

- The beauty, boundary, and richness of a healthy natural environment. The proposal will satisfy this element because future master planning will be based upon an inventory of significant historical artifacts, cultural sites, and natural resources, and land use regulations for their protection and preservation (See Section 9(1)(a) and (b) of HB 3318)*
- A strong and diverse economy. The proposal will satisfy this element because the Concept Plan for the Stevens Road Tract contemplates approximately five (5) acres of land for Commercial plan designations, and another seven (7) for Mixed Employment. In addition, the Concept Plan Alternative 3 shows the potential for over 2,400 new housing units that can support the commercial areas to the west within the Stevens Ranch Master Plan.*
- Access to a wide variety of outdoor recreational opportunities. The proposal meets this element because the Concept Plan proposes: 1) a 29-acre Community Park adjacent to the Stevens Ranch Master plan; 2) a green loop of trails around the perimeter of the tract and within the tract along the planned local and collector streets, and; 3) an additional three (3) acres of undesignated open spaces that would be determined as part of future master planning for the Stevens Road Tract.*

- *The rural character of the region. The proposal is consistent with this element because master planning for the Stevens Road Tract will be based on an inventory of significant natural resources, including significant trees and rock outcrops, and these resources will be protected and preserved through land use regulations incorporated in the Bend Development Code.'*

Staff concurs with the Applicant's response to the Community Vision section of the Comprehensive Plan. The Applicant identified specific Comprehensive Plan Goals and policies that apply to the proposal and has provided a response to each. These findings are listed in the Comprehensive Plan section of this staff report in further detail. Staff agrees with the Applicant's analysis and finds the above provision to be met based on Comprehensive Plan conformance as demonstrated in subsequent findings."

B. That the change in classification for the subject property is consistent with the purpose and intent of the proposed zone classification.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

"The Applicant provided the following response in the submitted burden of proof statement:

'The proposal meets this criterion because the proposed change in classification for the SRT is consistent with the purpose and intent of the proposed zone classification. The proposal is to change the zoning of the SRT from MUA10, Multiple Use Agricultural, to UA, Urbanizable Area. The intent of applying the UA is to limit the development of the SRT, and maintain this tract as one block of land, until such time as the DSL surpluses the property to a developer. The City will then collaborate with a developer to ensure a final master plan submitted to the city for approval satisfies the planning amendments adopted to satisfy the requirements of Section 9 of HB 3318. Once the master plan is approved and the SRT annexed, the City's zoning map will be changed to reflect those City Comprehensive Plan designations applied to the SRT through the master plan.'

The purpose of the UA Zone is described in DCC 19A.01.010, which is addressed above. Staff finds the proposed Zone Change will allow orderly development consistent with the Bend Comprehensive Plan by retaining the subject property as undeveloped land until it is annexed, at which time Bend Comprehensive Plan designations will be applied. The provisions of the UA Zone are intended to preserve land for future urbanization by regulating land divisions, allowed uses, and other development standards. Staff finds the UA Zone is an appropriate zoning designation for the subject property, based on the intended use of future annexation.

Staff finds the Applicant has demonstrated the change in classification is consistent with the purpose and intent of the UA Zone, and asks the Hearings Officer to amend or add to these findings as the Hearings Officer sees fit."

The Hearings Officer finds that the Applicant has submitted substantial evidence that the change in classification is consistent with the purpose and intent of the UA Zone.

- C. That changing the zoning will presently serve the public health, safety and welfare considering the following factors:**
 - 1. The availability and efficiency of providing necessary public services and facilities.**

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

"Although there are no plans to develop the properties in their current state, the above criterion specifically asks if the proposed zone exchange will presently serve public health, safety, and welfare. The Applicant provided the following response in the submitted burden of proof statement:

'The proposal satisfies criterion (3)(1) because public services and facilities are available and can be provided efficiently to the SRT. As evidence in support of these Proposal, the applicant has included in the record the June 2023 Stevens Road Tract Concept Plan (See Exhibit H) and the Plan's Technical Appendices (See Exhibit I). The Concept Plan includes evidence that transportation facilities, water, and wastewater collection infrastructure can be provided to the SRT to serve future housing, commercial, mixed use, and open space (parks) development. These provisions of the Concept Plan are required by HB 3318 to be in the City's planning amendments adopted after UGB expansion.'

No issues have been identified in the record regarding service provision to the subject property. The Bend UGB is adjacent to the west side of the subject property, and the neighboring 382-acre parcel to the west is the Stevens Ranch Master Plan property. This neighboring property has not been developed yet but underwent a master planning process that accounted for parks, a new elementary school, and other public facilities necessary to serve the proposed residential commercial, and industrial uses. Staff finds the proximity to the Bend UGB will allow for efficient provision of public services. In addition, the master planning projects on the subject property and surrounding vicinity will ensure adequate land is provided for public facilities.

The subject property is bordered to the north by Stevens Road, which is classified as a County-maintained Rural Collector. This road connection provides direct access to land within the Bend UGB as well as surrounding rural lands. In addition, the Concept Plan submitted with the application materials demonstrates a future road network within the subject property has been planned for. The Stevens Road Tract Concept Plan submitted with the application materials also provides an overview of water, sewer, and stormwater infrastructure that would be required to serve property. These supporting materials indicate the Applicant has collected preliminary comments regarding the system upgrades that would be required, and the approximate locations of road and sewer extensions.

There are no known deficiencies in public services or facilities that would negatively impact public health, safety, or welfare. In addition, the application materials indicate coordination has begun with Avion Water and public agencies to ensure necessary public facilities and services can be provided.

Prior to development of the properties, the Applicant would be required to comply with the applicable requirements of the Deschutes County Code or the Bend Development Code, if development occurs

after annexation whether. Through these development review processes, assurance of adequate public services and facilities will be verified. Staff finds this provision is met.”

2. The impacts on surrounding land use will be consistent with the specific goals and policies contained within the Comprehensive Plan.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The proposed Zone Change from MUA10 to UA will not generate additional development or impacts to surrounding properties. The UA Zone will function as a holding zone to preserve the subject property in its current configuration until it is brought into the City of Bend, and new urban zoning designations are assigned. If any development occurs while the property remains within Deschutes County zoning, all necessary land use permits will need to be obtained and compatibility with surrounding uses will be evaluated.

The Applicant provided specific findings for each relevant Comprehensive Plan goal and policy, which are addressed below. Staff finds the Applicant has demonstrated the impacts on surrounding land use will be consistent with the specific goals and policies contained within the Comprehensive Plan, and asks the Hearings Officer to amend or add to these findings as the Hearings Officer sees fit.”

The Hearings Officer finds that Applicant has adequately, with substantial evidence in the record, demonstrated that the impacts on surrounding land use will be consistent with the specific goals and policies contained within the Comprehensive Plan.

D. That there has been a change in circumstances since the property was last zoned, or a mistake was made in the zoning of the property in question.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The Applicant proposed to rezone the properties from MUA10 to UA and re-designate the properties from Rural Residential Exception Area to Bend Urban Growth Boundary. The Applicant provided the following response in the submitted burden of proof statement:

‘The proposal meets this criterion, because there has been a change of circumstances since the property (aka SRT) was last zoned. The property owner, the Division of State Lands or DSL, obtained approval of quasi-judicial plan and zone map amendments for the SRT in 2018. Through Ordinance 2018-11, the County approved a quasi-judicial change to the plan designation from Agriculture to Rural Residential Exception Area, and a change to the zoning from Exclusive Farm Use-Tumalo/Redmond/Bend subzone to Multiple Use Agricultural (MUA10). In 2021, the Oregon Legislature passed HB 3318, providing for an alternative process to bring the SRT into the Bend UGB. HB 3318 passed both chambers, was signed by Governor Brown on July 19, 2021, and became effective on September 25, 2021. The Bend City Council subsequently approved a Concept Plan for the Stevens Road Tract in June 2022.’

Staff finds the adoption of House Bill 3318 represents a change in circumstances because it modifies the process for the subject property to be brought into the Bend UGB. This legislation is specific to the subject property, and represents a clear change in the conditions that apply to this property and the subject application. Staff finds this criterion is met."

Deschutes County Comprehensive Plan

Chapter 1, Comprehensive Planning

Section 1.3, Land Use Planning

Goal 1, Maintain an open and public land use process in which decisions are based on the objective evaluation of facts.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

"Planning and development of the subject property will involve public processes led by the State of Oregon, Deschutes County, and City of Bend. First, legislation was passed to allow the subject property to be brought into the Bend UGB for the purpose of developing affordable housing. The language of HB 3318 includes an objective evaluation of facts regarding the subject property, including: the property is not in a resource zone, the property has no associated water rights, the property is held by the Common School Fund, and the property is adjacent to a UGB. The passage of this state legislation was not subject to Deschutes County's Procedures Ordinance, however, staff finds it involved an open and public process.

The subject application is being evaluated based on an objective review of compliance with Statewide Planning Goals, Deschutes County Comprehensive Plan policies, and Oregon Administrative Rules. A public hearing will be held before a Hearings Officer on October 11, 2023, and members of the public can attend and testify at that hearing. Pursuant to DCC 22.28.030, the Board of County Commissioners will take final action on the application and may choose to either adopt the Hearings Officer findings or conduct their own hearing. This Comprehensive Plan Amendment and Zone Change application will be evaluated through an open process that allows for public input and follows Deschutes County's Procedures Ordinance.

The City of Bend is undertaking parallel planning efforts to amend their Comprehensive Plan, develop a Concept Plan for the subject property, draft Code amendments specific to the subject property, and eventually annex the subject property and facilitate a master planning process. The application materials document public open houses that have been held for the Stevens Road Tract Concept Plan project, as well as public meetings with the City's Planning Commission and City Council. These City-led efforts allow for greater public involvement in the planning and development of the subject property, even though they are not directed specifically at the subject Comprehensive Plan Amendment and Zone Change application.

Staff finds that within each of the steps described above, there is an open and public process that is based on an objective evaluation of facts. This criterion will be met."

Goal 2, Promote regional cooperation and partnerships on planning issues.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

"The subject application is the result of a collaborative effort between City of Bend, Deschutes County, and the State of Oregon. The application represents a regional effort to address a key planning issue, housing affordability, through the implementation of HB 3318. There are a number of parallel processes that are being undertaken by partner agencies in order to eventually master plan and develop the subject property with a variety of uses, including deed-restricted affordable housing.

The City of Bend has developed a concept plan for the subject property, and is amending their own Comprehensive Plan and development code to reflect this concept plan. Once the County's Comprehensive Plan amendment and the City's development code amendments are both completed, Department of State Lands can initiate the process to transfer the property ownership to City of Bend. These multi-step planning processes are interrelated and require regional coordination, and staff finds they demonstrate cooperation and partnership between the County, City, and State agencies."

Chapter 2, Resource Management

Section 2.2, Agricultural Lands Policies

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

"The Subject property has a Comprehensive Plan designation of Rural Residential Exception Area and is therefore not categorized as agricultural lands. In addition, staff finds there is nothing in the record that indicates the property is in farm use. Agricultural lands policies do not apply."

Section 2.3, Forests

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

"The subject property has a Comprehensive Plan designation of Rural Residential Exception Area and is therefore not categorized as forest land. Staff therefore finds forest land policies do not apply."

Section 2.4, Goal 5 Overview Policies

Goal 1, Protect Goal 5 Policies

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The Applicant provided the following response to this criterion in their submitted Burden of Proof:

The proposal will be consistent with this goal because the applicant has reviewed the County’s Inventory of Goal 5 resources and confirmed that none were identified and mapped on the SRT. The Concept Plan also includes planned actions to protect significant trees and rock outcrops, inventory and protect cultural resources, and identify locations for open spaces (e.g., community parks, loop trail) on the SRT. These provisions of the Concept Plan are required by HB 3318 to be in the City’s planning amendments adopted after UGB expansion.

Staff concurs with this analysis, and notes the Applicant does not propose to repeal or modify any Goal 5 policies as part of this application.

The County’s Goal 5 policies are partially implemented through the Landscape Management Combining Zone, which regulates development within designated scenic corridors. The subject property is not within the Landscape Management Combining Zone. In addition, the subject property does not contain any jurisdictional wetlands mapped on a statewide or national wetland inventory. The Applicant does not propose to remove any Goal 5-related overlay zones from the subject property or change mapped resources. Eventual development of the subject property will be regulated by the Bend Development Code and any applicable State regulations. The application materials indicate a thorough review of resources within the site has been conducted, and no Goal 5 resources have been identified.

For these reasons, staff finds the proposed Comprehensive Plan Amendment and Zone Change will not have an adverse impact on Goal 5 policies.”

Section 2.5, Water Resources Policies

Goal 6, Coordinate land use and water policies.

Policy 2.5.24 Ensure water impacts are reviewed and, if necessary, addressed for significant land uses or developments.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The Applicant has not proposed a specific development application at this time. Below, the Applicant argues they are therefore not required to address water impacts associated with development. Instead, water impacts would be reviewed during development of the subject property, under any necessary land use applications.

The applicant finds that the goals and policies of Section 2.5 are not applicable to review of the proposed amendments because the proposed amendments will not have the effect of impacting

or potentially impacting water resources. The subject property does not have any water rights associated with it and is not adjacent to or bisected by either a river or stream. The proposed amendments themselves would have the effect of amending the Bend urban growth boundary to include the subject property and changing its plan designation and zoning. No development is proposed at this time that would affect either surface or subsurface water resources. The application materials include the Stevens Road Tract Concept Plan (See Exhibit H) and the Technical Appendices (See Exhibit I). These documents, including Appendix L document how domestic water will be provided to the Stevens Road Tract by the Avion Water Company.'

The Stevens Road Concept Plan also includes the following analysis of water provision to the subject property, which staff finds relevant in addressing this policy.

'The City contacted Avion regarding water infrastructure needed to serve the proposed future development that may result from this Concept Plan and Avion identified the key infrastructure improvements needed to provide water to the Tract. These improvements include: a 1.5-million-gallon day tank and a booster plant for the tank. Detailed locations of water lines by size will be determined in the future along with local road locations and final land use designations.'

If this criterion does require an analysis of the water impacts that will be generated by future urban development of the subject property, staff finds the application materials demonstrate these water impacts have been reviewed. However, staff requests the Hearings Officer amend or add to these findings as the Hearings Officer sees fit."

The Hearings Officer incorporates the Overview Findings as additional findings for this section. The Hearings Officer finds that the Applicant has submitted substantial evidence to demonstrate that relevant water impacts have been reviewed and addressed.

Section 2.6, Wildlife

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

"There are no Goal 5-listed wildlife species present on the subject property, based on the Goal 5 inventory nor threatened or endangered species. There is no identified wildlife habitat on the subject property."

Section 2.7, Open Spaces, Scenic Views and Sites

Goal 1, Coordinate with property owners to ensure protection of significant open spaces and scenic view and sites.

Policy 2.7.1 Goal 5 open spaces, scenic views and sites inventories, ESEEs and programs are retained and not repealed.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The applicant provided the following response to this policy:

‘The applicant finds that the proposal is consistent with this plan policy because it does not propose to either remove or repeal any scenic views, site inventories, ESEE analyses, or programs for protection of open spaces and scenic view under Statewide Planning Goal 5. The proposed amendments include two amendments to the Deschutes County Comprehensive Plan map to include the subject property within the Bend Urban Growth Boundary and change its plan designation from Rural Residential Exception Area to Urban Growth Boundary. The proposed amendments also include amendments to the County’s Zoning Map to change to the zoning for the subject property from MUA10 to UA, Urbanizable Area. No amendments to the text of the County’s Goal 5 inventories are proposed.

The applicant has evaluated whether any Goal 5 resources would be affected by the development of the Stevens Road Tract through the work on Stevens Road Tract Concept Plan (See Exhibit H). The application materials provided with the application also include the technical appendices to the Concept Plan (See Exhibit I), which includes Appendix E – Historic, Cultural, and Natural Resources Technical Memorandum. This memorandum provides the results of the project staff’s research, using the County’s adopted Goal 5 inventories, to determine what resources would potentially be impacted by development of the Stevens Road Tract. The memorandum documents the review of the existing inventories and found that there are no Goal 5 open space, scenic view, or site inventories that would be impacted by development of the Tract.’

Staff concurs with the Applicant’s response and finds this criterion has been met.”

Policy 2.7.2 Cooperate with stakeholders to establish a comprehensive system of connected open spaces.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The applicant provided the following response to this policy:

‘The proposed amendment will be consistent with this policy because the amendment to the UGB has been preceded by the adoption of a Concept Plan for the Stevens Road Tract (See Exhibit H) that includes a proposed green-loop trail system, and this system’s development can be coordinated with the development of other trails in the area. The application materials include the approved Concept Plan for the Stevens Road Tract. This document shows that incorporation of a trail system (aka green-loop) was incorporated in the transportation planning for the Tract. In addition, the materials submitted with the proposed amendments include the Technical Appendices (See Exhibit I), which includes a Planning Context technical memorandum (Appendix C) that draws on and incorporates the most recent work on trail development by the Bend Park and Recreation District from their 2018 Comprehensive Plan.’

Staff finds the applicant's response, above, demonstrates coordination has already begun to ensure trails and parks within the subject property are part of a connected network."

Policy 2.7.3 Support efforts to identify and protect significant open spaces and visually important areas including those that provide a visual separation between communities such as the open spaces of Bend and Redmond or lands that are visually prominent.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

"The application materials include diagrams and photographs of the subject property that inventory existing natural features and conditions on the site. This inventory maps features such as existing trails, mature trees, rock outcrops, and views of Three Sisters, Broken Top, and Mt. Bachelor. The application materials demonstrate an effort to identify significant open space and visually important areas by conducting a thorough analysis of the site's existing natural conditions.

The policy language above specifically references open space of Bend, which staff finds applicable to the subject proposal. The high-level Concept Plan for the subject property indicates 29 acres of land will be protected for a community park, in addition to other land preserved for trails. The public ownership of the subject property, and the Master Plan process that will be required, presents a unique opportunity to designate land early in the planning process as future park land. Approval of the proposed Comprehensive Plan Amendment is one step towards formally preserving this open space through park creation, and therefore supports this policy."

Policy 2.7.4 Encourage a variety of approaches that protect significant open spaces and scenic views and sites.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

"The Stevens Road Tract Concept Plan includes the following statement regarding the importance of preserving open space during the planning process:

'The natural beauty of the site – key trees, outcrops, views – should be retained so they can be enjoyed by all in the future. Parks and open space provide a great opportunity to retain these special features for all members of the community. Locating multifamily and affordable housing in prime locations with close proximity and access to parks and open space, ensures equitable access and opportunity for all to enjoy the natural features that make this area unique.'

The application materials indicate a variety of approaches will be utilized to preserve open spaces and scenic views on the site. These approaches include strategically locating new zoning designations,

coordinating with BPRD on the location and design of a community park, and building a connected trails system within the property.”

Policy 2.7.5 Encourage new development to be sensitive to scenic views and sites.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“No development or new uses are proposed on the subject property at this time, but a concept plan has been approved by the Bend City Council. While the approved concept plan is not an applicable approval criterion under Deschutes County Code, it provides context on the type of development planned for the subject property. As noted above, the eventual development of the subject property will occur after it has been annexed into the City of Bend, and future development will therefore be subject to the Bend Development Code.”

Section 2.8, Energy Policies

Goal 1, Promote energy conservation.

Goal 2, Promote affordable, efficient, reliable and environmentally sound energy systems for individual home and business consumers.

Goal 3, Promote affordable, efficient, reliable and environmentally sound commercial energy facilities.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The Applicant proposes to rezone the subject property to UA and bring it within the Bend UGB. No specific development is proposed at this time, therefore review of specific energy systems is not applicable. However, the Applicant provided the following description of how the future development of the subject property will align with these goals:

‘The proposed amendments are a necessary step to implementing the Stevens Road Tract Concept Plan (See Exhibit H). The Concept Plan included an Alternative 3 that was supported by the City Council because it included a multi-modal transportation system that proposes future infrastructure for making trips by walking, bicycling, and taking transit. This alternative’s design also proposes location of land uses so that housing is within walkable distances of main streets (e.g., Wilderness Way), the commercial areas along Wilderness Way, and to the proposed Community Park. In addition, proposed medium and high-density housing has been located along Wilderness Way so that children have the option to walk to the school site within the Stevens Ranch Master Plan.’

Staff concurs with this analysis and finds energy conservation has been considered throughout the application materials. Figures included on pages 71-72 of the Stevens Road Tract Concept Plan

indicate that of the three alternatives that were proposed, the one selected would lead to the greatest energy conservation. The selected land use concept had the lowest estimated energy consumption per household and the lowest estimated carbon emissions per household. To the extent these goals apply to the subject application, staff finds they have been met.”

Section 2.9, Environmental Quality

Goal 1. Maintain and improve the quality of the air, water and land.

Goal 2. Promote sustainable building practices that minimize the impacts on the natural environment.

Goal 3. Encourage and increase recycling

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The Stevens Road Tract Concept Plan includes the following statement on sustainable building practices.

‘Energy efficiency in home and building design are very important. All of the housing and non-residential buildings in the development will be new and, therefore, more efficient than older homes.’

The application materials demonstrate impacts on water, energy usage, and carbon emissions have been evaluated. The building materials and specific design will occur at a later date and will be reviewed by the City of Bend. The proposed zoning designation, UA, is intended to serve as a holding zone while the property remains undeveloped. The Applicant is not required to provide detailed information on future building practices and building materials as part of a Comprehensive Plan Amendment application. However, staff finds the applicant has demonstrated the future Bend Development Code amendments will promote sustainability and consider impacts to resources within the subject property.

Finally, staff notes the subject property is located approximately 0.3 miles north of a Deschutes County-owned property with a garbage and recycling transfer station. The application materials do not list specific measures that will be taken to encourage and increase recycling within the Stevens Road Tract. However, the proximity to established recycling facilities will afford benefits to future developments within the subject property.”

Section 2.10, Surface Mining

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The subject property is not designated as a surface mine on the Deschutes County Comprehensive Plan. The Applicant does not seek to modify or amend the County’s Goal 5 Aggregate and Mineral inventory list or the Goal 5 program. Staff finds this criterion does not apply.”

Section 2.11, Cultural and Historic Resources

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The application materials include a memorandum from Damian Syrnyk, City of Bend Senior Planner, regarding previous inventories of cultural resources that have been conducted on the subject property. The March 28, 2022, memorandum, titled Stevens Road Tract Concept Plan- Historic, Cultural, and Natural Resources, included the following statement:

‘The County’s Goal 5 inventory of Cultural and Historic Resources (See Section 5.9) has not identified any cultural or historic buildings/resources on the Tract. The closest historic buildings/cultural resources are the Agnes Mae Allen Sottong and Henry J. Sottong House and Barn (See No. 35) located roughly two miles to the south on Tekampe Road. The DSL has completed prior archeological surveys for the Tract and the DSL property included in the Bend urban growth boundary (UGB) in 2016. Attached to this memorandum is a January 11, 2022 “Cultural Review of DSL’s Stevens Road Tract” prepared by Gary Curtis of DSL. DSL has conducted six (6) cultural resource surveys of the original Section 11, with the most recent survey of the Tract completed in 1996. The report does not indicate that either historic or cultural resources were identified by this or previous surveys. The CTWS recommended completing a new archeological survey given the age of the last survey (1996) and because the last survey did not cover the entire Tract.’

The memorandum also indicates two meetings were held with the Confederated Tribes of Warm Springs and one meeting was held with the State Historic Preservation Office to review these findings. The methodology and outcomes of this previous work indicate cultural and historic resources have been factored in throughout the concept planning of the subject property. The application materials also note that:

‘HB 3318 requires future planning amendments to include: ‘(a)n inventory of significant historical artifacts, cultural sites and natural resources’ (see Section 9(1)(a) of HB 3318).’

Based on the extensive work that has been done to survey cultural and historic resources on the subject property, and the requirements of HB 3318, staff finds the proposal will comply with this Comprehensive Plan section.”

Chapter 3, Rural Growth

Section 3.3, Rural Housing Policies

Goal 1, Maintain the rural character and safety of housing in unincorporated Deschutes County

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The Applicant provided the following response to this section in their burden of proof:

‘The applicant finds that this goal is not applicable to the proposed amendments. The proposed amendments would have the effect of including the Stevens Road Tract within the Bend urban growth boundary, changing its plan designation to Bend Urban Growth Boundary, and changing the zoning to UA, Urbanizable Area. Should the County conclude the goal is applicable, the applicant provides the following finding to show the proposal complies with this goal.

The proposed amendments would have the effect of including the subject property, the Stevens Road Tract, within the Bend Urban Growth Boundary. This is a necessary step to development of the property for housing, as envisioned through 2021 HB 3318. The application materials include a copy of the Concept Plan for the Stevens Road Tract (See Exhibit H), which considered several land use and open space alternatives. Each alternative considered more land for RS, Urban Standard Residential, development toward the eastern boundary of the tract, which is adjacent to rural residential development that has occurred between the Tract and Larsen Road. The alternatives provide the opportunity for larger residential lots along this property boundary that can provide more of a transition between the urban development to the west within the Tract and the rural residential areas to the east. Based on this finding, the applicant finds that the proposal is also consistent with Goal 1.’

Staff concurs with this analysis and finds no new rural housing is proposed.”

Policy 3.3.1, Except for parcels in the Westside Transect Zone, the minimum parcel size for new rural residential shall be 10 acres.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“No land division is proposed as part of the subject application. Staff therefore finds this criterion does not apply.”

Policy 3.3.2, Incorporate farm and forest housing reports into a wider system for tracking the cumulative effects of rural housing development.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The subject Comprehensive Plan Amendment and Zone Change does not review or approve any new uses or construction on the subject property. In addition, the proposed UA zoning is not a farm or forest zone, therefore new residential construction would not be subject to this reporting requirement. Staff therefore finds this criterion does not apply.”

Policy 3.3.4, Encourage new subdivisions to incorporate alternative development patterns, such as cluster developments, that mitigate community and environmental impacts.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“No land divisions, including subdivisions, are proposed with the subject application. Future division of the subject property will occur after annexation and will be reviewed by the City of Bend. Staff finds future land divisions will meet the intent of this policy, because they will be guided by the Stevens Road Concept Plan and the site-specific amendments to the Bend Development Code, which are designed to mitigate community and environmental impacts.”

Policy 3.3.5, Maintain the rural character of the County while ensuring a diversity of housing opportunities, including initiating discussions to amend State Statute and/or Oregon Administrative Rule to permit accessory dwelling units in the Exclusive Farm Use, Forest and Rural Residential zones.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The applicant provided the following response to this criterion:

‘The applicant finds that this policy is not applicable because the proposed amendments do not propose any changes to either the County’s Comprehensive Plan or Zoning Ordinance that would have the effect of allowing accessory dwelling units in the Exclusive Farm Use, Forest or Rural Residential Zones. The proposed amendments would have the effect of amending the County’s Comprehensive Plan map to include the Stevens Road Tract, change its plan designation to Bend Urban Growth Boundary, and change its zoning to Urbanizable Area on the County’s Zoning Map. The proposed amendments do not include any concurrent amendments to the County’s Zoning Ordinance that would permit accessory dwelling units in above-cited zones.’

Staff concurs that the portion of this policy regarding accessory dwelling units does not apply. Future development of the subject property will provide a diversity of opportunities including both market-rate housing and deed-restricted affordable housing, which may be developed as a combination of single-family and multi-family housing. Staff notes the development of housing on the subject property will be subject to a City of Bend review process and will not occur under the proposed UA zoning. No development is proposed during the time the subject property remains in the UA Zone, and no impacts to the rural character of the property are anticipated. Prior to development, the subject property will be annexed into the Bend city limits and the Comprehensive Plan protections on rural land will no longer apply to the property. Staff therefore finds the proposal complies with the applicable sections of this policy, namely those regarding rural character and provision of housing opportunities.”

Goal 2, Support agencies and non-profits that provide affordable housing

Policy 3.3.6 Support Central Oregon Regional Housing Authority and other stakeholders to meet the housing needs of all Deschutes County residents.

- a. Assist as needed in coordinating and implementing housing assistance programs.**
- b. Support efforts to provide affordable and workforce housing in urban growth boundaries and unincorporated communities.**

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The Applicant provided the following response in their Burden of Proof:

The proposed amendments are consistent with this goal because the planning for the Stevens Road Tract includes identifying specific lands for deed-restricted affordable housing. Section 9(2) requires at least 20 net acres of land to be identified for deed-restricted affordable housing. This has been reflected in the Concept Plan for the Stevens Road Tract and is reflected in a recorded agreement between the City and DSL for the City to purchase these acres and develop them for affordable housing, as required by HB 3318. These provisions of the Concept Plan are required by HB 3318 to be in the City’s planning amendments adopted after UGB expansion.’

Staff finds the Applicant has demonstrated compliance with this policy. The proposed UGB expansion will be reviewed by the Department of Land Conservation and Development for conformance with the provisions of HB 3318, including the requirements to designate land within the subject property for affordable housing. The development and management of these affordable housing units will require multiagency coordination, and the application materials indicate this stakeholder coordination is underway.

Staff finds the proposed Comprehensive Plan Amendment will support the eventual development of workforce housing within an urban growth boundary. This criterion will be met.”

Policy 3.3.7, Utilize block grants and other funding to assist in providing and maintaining low and moderate income housing.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The application materials include an Affordable Housing Memorandum, dated January 25, 2022, and prepared by ECONorthwest consulting group. This memorandum provides an analysis of various funding sources that can be utilized in developing affordable housing, such as the Low Income Housing Tax Credit (LIHTC). The memorandum also provides a detailed analysis of the different housing types and ownership models that are likely to be developed within the subject property based on the preliminary zoning concept.

The memorandum also provided the following information on existing programs that can provide gap funding or otherwise assist in providing affordable housing.

The City of Bend has some financial tools that can assist in incentivizing affordable housing and influencing financial feasibility.

- *Affordable Housing Fund. The City of Bend levies a Construction Excise Tax on the value of building permits that goes towards supporting the development of affordable housing. Currently, the fund is used to acquire land for deed-restricted affordable housing, develop the land, construct homes, or rehabilitate homes.*
- *Community Development Block Grants (CDBGs). Each year the City of Bend allocates some of its CDBG funds to affordable housing projects being developed by nonprofit affordable housing providers.*
- *City Surplus Property. Bend routinely sells or conveys some of its excess land holdings to affordable housing providers.*
- *Low-Income Rental Property Tax Exemptions. The City awards a 20-year renewable property tax exemption to qualifying affordable rental housing projects.*
- *System Development Charge Exemptions. All City system development charges (SDCs) are exempted for deed-restricted units at or below 80% of AMI. (Parks SDCs charged by Bend Parks and Recreation District are not exempted.)'*

The language of HB 3318 describes the acres of land that must be dedicated to housing for different income levels. The application materials indicate the Applicant has evaluated how to leverage a variety of funding sources to provide affordable housing in a way that complies with the House Bill."

Section 3.4, Rural Economy Policies

Goal 1, Maintain a stable and sustainable rural economy, compatible with rural lifestyles and a healthy environment.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

"The Applicant provided the following response to this criterion:

The applicant finds that the proposed amendments will result in the subject property being included in the Bend urban growth boundary for development of urban housing, affordable housing, and some commercial and mixed employment uses. Once amended, the County's Comprehensive Plan will show the property within the Bend urban growth boundary and designated Bend Urban Growth Boundary, and the Zoning map will show the property zoned UA, Urbanizable Area. While the property will not be available for rural economic uses under the MUA10 Zone, the Concept Plan for the Stevens Road Tract does include land for commercial uses (five acres), and mixed employment uses (seven acres). The applicant finds the proposed amendments will be consistent with this policy because land will be provide for economic development, jobs, and services and available to urban and rural residents.'

Staff concurs with this statement and notes the subject application will not limit commercial uses on surrounding rural lands. Surrounding rural lands are zoned MUA10 and EFU, which allow for limited commercial uses subject to land use review. Amending the Comprehensive Plan to include the subject property in the Bend UGB will not impact the zoning designation or allowed uses on neighboring properties outside of the Bend UGB.”

Section 3.6, Public Facilities and Services

Goal 1, Support the orderly, efficient and cost-effective siting of rural public facilities and services.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“In a letter dated July 14, 2023, the Applicant provided the following response to this criterion:

‘The purpose of this UGB amendment is to facilitate the development of the Stevens Road Tract under HB 3318, which would result in urban levels of housing, including affordable housing. The property is served by the Avion Water Company, and the applicant has completed some public facility planning to serve the tract. This level of public facility planning plans for urban streets, water, and sewer infrastructure.’

Staff generally agrees with the above analysis and notes the subject application is not for the purpose of developing rural public facilities or services. As the Applicant notes, urban public facilities will be provided for the future development within the subject property. The application materials demonstrate this public facility planning is underway, with early coordination allowing for more orderly and efficient service provision. The water, sewer, and road improvements described in the application materials will not be constructed until the property is brought within the Bend city limits and subject to the Bend Development Code. These described infrastructure upgrades will serve future residents of the subject property, not the surrounding rural area.

Staff therefore presents alternate findings that this criterion does not apply because the Applicant does not propose any changes to rural public facilities or services. No development is proposed on the subject property while it remains in the UA Zone, so no additional public services will be required to serve the property while it remains in rural zoning. Staff requests the Hearings Officer amend these findings as they see fit.”

The Hearings Officer concurs with the final paragraph comments quoted immediately above. The Hearings finds no development is proposed in this application therefore no additional public services will be required to serve the Subject Property.

Section 3.7, Transportation

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“Deschutes County’s Senior Transportation Planner Tarik Rawlings submitted the following comments, dated June 21, 2023:

The subject property will be brought into the City of Bend as a result of the proposal. There currently is no specific proposal to develop the land, but the City’s transportation consultant had prepared an assessment dated (May 17, 2022) reviewing the potential trip generation of the property and planned improvements to affected City facilities. There were no adverse effects outlined in the assessment. Under the Joint Area Management Agreement between City of Bend and Deschutes County, jurisdictional transfer of roads are accomplished as part of annexation. The site is currently served by Stevens Road (County designated Rural Collector) to the north. Adequacy of current and future transportation facilities will be reviewed per the Bend development code as the land is proposed to develop. Finally, HB 3318 exempts the subject property from any Statewide Planning Goals, including Goal 12 (Transportation) as the subject property includes affordable housing and that the proposal is not a land use decision. Therefore, the Transportation Planning Rule (TPR) at OAR 660-012, does not apply nor does Deschutes County Code (DCC) 18.116.310. Staff finds this goal is met.’

Staff finds these comments demonstrate compliance in regard to any transportation-related goals or policies that may apply. Staff presents additional findings regarding the Comprehensive Plan policies and Statewide Planning Goals that apply to the subject proposal, under the House Bill 3318 section later in this staff report. The Hearings Officer may choose to edit these findings as they see fit, and provide additional guidance on what criteria, if any, the subject application is exempted from by HB 3318. In the event the Hearings Officer finds the Transportation section of the Comprehensive Plan does apply to the subject application, staff presents the Transportation Planner comments above as evidence this criterion is met.”

The Hearings Officer finds that Applicant’s transportation submissions/comments and Staff’s additional comments contained in the transportation section of the Comprehensive Plan provides substantial and adequate evidence this goal has been met.

Section 3.8, Rural Recreation

Goal 1, Promote a variety of passive and active park and recreation opportunities through a regional system that includes federal and state parks and local park districts.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The Stevens Road Tract Concept Plan submitted with the application materials provides the following analysis of proposed park facilities:

“Recreational opportunities and open space were identified as key components in the conceptual planning for the Stevens Road Tract. Working in close coordination with Bend Park and Recreation District (BPRD), the three Concept Plan Alternatives were created to ensure adequate parks, open

space, trails, and recreational opportunities for the existing community and future residents of this area.

The adopted 2018 BPRD Comprehensive Plan calls for a target of 7.85 acres of neighborhood and community parks per 1,000 residents and a neighborhood or community park within a ½ mile walking distance from most homes. Additionally, trails – as both recreational amenities and longer-distance transportation routes – are identified as important recreational and functional parts of the parks system. The three Concept Plan Alternatives for the Stevens Road Tract provide different options aimed at meeting these targets.

...

The park(s) would be developed to provide opportunities for a mix of active (e.g., ball fields and playgrounds) and passive recreational activities (e.g., trails and open space).’

The application materials indicate Bend Park and Recreation District, a local park district, has been involved in the concept planning of the subject property. The Stevens Road Tract Concept Plan presented three alternatives, and the alternative that was ultimately selected was the one with the most amount of land dedicated to parks. This design includes a 29-acre community park, as well as trail connections that take advantage of the existing natural gas pipeline easement. The applicant proposes a looped trail system that goes around the perimeter of the subject property, which will provide benefits to neighboring properties both inside and outside of the Bend UGB.

The applicant does not propose new federal or state parks within the subject property. However, staff finds the proposed park development within the subject property will bolster the regional parks network and provide additional recreation opportunities for residents both inside and outside of the Bend UGB.”

Policy 3.8.1, Cooperate with public agencies and local park districts to provide park and recreation lands, facilities, and opportunities.

- a. The Statewide Comprehensive Outdoor Recreation Plan and State Park Master Plans shall serve as a basis for coordination on County-wide park and recreation issues.**
- b. Support exceptions to Statewide Planning Goals for urban fringe areas owned or acquired by and operated by park and recreation districts.**

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“As described above, the application materials indicate ongoing cooperation between City of Bend and Bend Park and Recreation District. The subject application for a Zone Change and Comprehensive Plan Amendment will not immediately lead to the development of new park facilities. However, it is a necessary step towards an eventual Master Plan and development of the subject property, which will provide new recreation opportunities.

The Applicant does not request an exception to a Statewide Planning Goal. Staff therefore finds subsection (b), above, does not apply.”

Chapter 4, Urban Growth Management

Section 4.2, Urbanization Policies

Goal 1, Coordinate with cities, special districts and stakeholders to support urban growth boundaries and urban reserve areas that provide an orderly and efficient transition between urban and rural lands.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The Applicant provided the following response in their submitted Burden of Proof:

‘The proposal is consistent with this goal because the City has coordinated with Deschutes County, the Bend Park and Recreation District, and other stakeholders to support the concept planning for the Stevens Road Tract and the amendment of the Bend UGB to include it. The Concept Plan (See Exhibit H) documents the City’s coordination with the Park District, Cascades East Transit, and Avion Water Company to plan for an orderly and efficient transition between urban and rural lands for the Stevens Road Tract. These provisions of the Concept Plan are required by HB 3318 to be in the City’s planning amendments adopted after UGB expansion.’

Staff concurs with the Applicant’s analysis and finds they have demonstrated coordination between Deschutes County, the City of Bend, and special districts. The outreach process for the Stevens Road Concept Plan included three community meetings with stakeholders, which were held in 2021 and 2022. The application materials also list the following special districts and public agencies that were consulted during this process:

‘Collaboration with Bend Park and Recreation District, Bend-La Pine School District, Cascades East Transit, Deschutes County, DSL, Oregon Department of Land Conservation and Development, and Oregon Department of Transportation.’

The larger planning process to develop the subject property pursuant to HB 3318 has involved coordination with a range of agencies and stakeholders. While the development of the Stevens Road Tract Concept Plan was led by the City of Bend, staff finds the coordination during that process is relevant in addressing this criterion.”

Policy 4.2.1, Participate in the processes initiated by cities in Deschutes County to create and/or amend their urban growth boundaries.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The subject application was initiated by a city in Deschutes County as part of a larger process to amend its urban growth boundary. The subject Comprehensive Plan Amendment will bring the

property within the Bend UGB, which will allow the City of Bend to initiate amendments to its Development Code and eventually rezone the property for urban uses. As noted above, the subject property is owned by the State of Oregon, and the jurisdictional and ownership transfer of the property therefore requires the coordination of multiple land use processes. The applicant has coordinated with various agencies, including Deschutes County, to align these interrelated planning efforts.

Staff finds this UGB amendment and subsequent development of the subject property through a master planning process are only possible with County participation and coordination, including review of the subject application. Therefore, the County's role in this application will function to increase participation in city-led UGB amendments."

Policy 4.2.2, Promote and coordinate the use of urban reserve areas.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

"The subject property is not designated as Urban Reserves. Staff therefore finds this policy does not apply."

Goal 2, Coordinate with cities, special districts and stakeholders on urban growth area zoning for lands inside urban growth boundaries but outside city boundaries.

Goal 3, Coordinate with cities, special districts and stakeholders on policies and zoning for lands outside urban growth boundaries but inside urban reserve areas

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

"The proposed zoning designation, UA, will serve as a holding zone while the subject property is inside the Bend UGB but outside city boundaries. The application materials document ongoing coordination between the City of Bend, Deschutes County, State of Oregon and service providers regarding how the property will be managed during the time period it remains outside city boundaries but within the Bend UGB."

Goal 4, To build a strong and thriving regional economy by coordinating public investments, policies and regulations to support regional and state economic development objectives in Central Oregon.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

"The subject property presents a unique opportunity to leverage public investments because the property is owned by the State of Oregon and its sale will generate revenue for the Common School

Fund. Increasing workforce housing is a regional and state economic development objective, and development of the subject property will be leveraged to provide housing for school district employees.

In addition to providing workforce housing, the subject property will be zoned to include five acres of commercial land and seven acres of mixed employment land. The public ownership of the subject property, and the provisions of HB 3318, provide a unique opportunity to maximize public benefit by master planning the subject property. The master planning process for the subject property will result in a walkable community with services and employment located near a range of housing types. High-level zoning diagrams indicate commercial areas will be concentrated near the proposed community park in a "main street"-style design where the commercial area functions as a community center. The Concept Plan also indicates seven acres of mixed employment land will be provided in the southwest corner of the subject property, and this area is adjacent to other industrial uses and will allow for a mix of commercial and light industrial uses. Providing employment land within the subject property will support regional economic development by bolstering the local economy.

Commercial uses will not be established on the subject property until it is annexed into the City of Bend and rezoned. The eventual commercial development will be subject to the Bend Development Code and will be within the city limits of Bend, and will be close to unincorporated lands and provide economic benefit to the surrounding rural area."

HOUSE BILL 3318

FINDING: The Hearings Officer incorporates as additional findings for this section the Overview Findings. The Hearings Officer finds that the Staff comments below are supported by substantial evidence and, as supplemented by the Overview Findings, are legally correct. Staff findings are set forth below in italics.

"The proposed expansion of the Bend UGB to include the subject property is in response to the passage of HB 3318. This House Bill is specific to the Stevens Road Tract and outlines a unique process the City of Bend may utilize when adding this property to its UGB. The Applicant has proposed findings, below, to demonstrate compliance with applicable sections of HB 3318.

SECTION 3. Stevens Road planning generally.

(1) Actions taken under sections 2 to 9 of this 2021 Act:

(a) Are not land use decisions, as defined in ORS 197.015.

FINDING: *The purpose of this finding is to show that the Statewide Planning Goals are not applicable to this proposal because of the above-cited language in Section 3 of HB 3318. Section 9 of HB 3318 provides that standards in the bill apply to the Stevens Road Tract in lieu of statewide planning goals. Section 3(1)(a) of HB 3318 states that actions taken under sections 2 through 9 of this 2021 Act are not land use decisions, as defined in ORS 197.015. Under this statute, ORS 197.015(10) defines a land use decision as one that includes under (10)(a)(A) a final decision or determination made by a local government or special district that concerns the adoption, amendment, or application of the goals. The goals in this context refer to the Statewide Planning Goals.*

SECTION 6. Stevens Road urban growth boundary expansion.

(1) Notwithstanding ORS 197.286 to 197.314, 197.626 or 197A.320 or any statewide land use planning goal related to housing or urbanization, the Department of Land Conservation and Development shall approve an expansion of the urban growth boundary submitted by the city and approved by the city by ordinance, if the department determines that:

FINDING: The following findings address compliance with Section 6 of HB 3318 (See Exhibit F). To address Section 6 of HB 3318, these findings refer to sections of HB 3318 where the bill itself refers to a section of this 2021 Act. Regarding Section 6(1), the applicant finds that this section directs actions of the Oregon Department of Land Conservation and Development regarding the Stevens Road Tract. This section directs the Department to approve an expansion of the UGB that has been approved by and subsequently submitted by the City of Bend based on the criteria below under Section 6(1)(a) through (1)(c).

(a) The department has received the letters required by section 4 of this 2021 Act;

FINDING: The proposal satisfies criterion (1)(a) because the City has submitted, and the Department of Land Conservation and Development has received the letters required by Section 4 of HB 3318. Section 4 of HB 3318 required the following letters to be submitted to the Department with the Stevens Road Tract Concept Plan:

Section 4(1) requires a letter from the City of Bend expressing the city's nonbinding intent to consider a concept plan under Section 5 of HB 3318, and;

Section 4(2) requires a letter from the Department of State Lands (DSL or Department) that gives its consent to the City to pursue an urban growth boundary expansion and planning amendments under Sections 6 through 9 of HB 3318. This same letter from DSL must also establish an agreement with the City that is binding on the successors of the owners, is contingent up on the final approval of the planning amendments, and establishes the essential terms, including price per acre, but not requiring specific lands to be designated, for the Department's conveyances to the city of real property consistent with Section 9 (2) and (3) of HB 3318.

The City provided both letters to the Department of Land Conservation and Development (DLCD) by electronic mail on June 23, 2022. This email and the attached letters are enclosed as Exhibit J. DLCD acknowledged receipt of the letter and materials through an electronic mail message dated August 29, 2022. Through this same message, DLCD submitted a copy of their letter approving the concept plan dated August 29, 2022 (See Exhibit K).

(b) The department has approved the city's conceptual plan under section 5 of this 2021 Act; and

FINDING: The proposed UGB expansion satisfies criterion (1)(b) because the department (DLCD) has approved the city's conceptual plan under Section 5 of HB 3318. As stated above under the

forgoing finding address criterion (1)(a), the Department (DLCD) submitted an August 29, 2022, letter to the City through an email of the same approving the Concept Plan. This electronic mail message and August 29, 2022, letter are enclosed as Exhibit K.

(c) The proposed urban growth boundary expansion adds all of the Stevens Road tract and no other lands to the area within the city's urban growth boundary.

FINDING: *The proposed UGB expansion satisfies criterion (1)(c) above because the City has proposed to expand the UGB to include only the Stevens Road Tract, and all the land within the tract. The proposal described above in this proposed set of findings states that the only land included in this proposed expansion of the Bend UGB is the Stevens Road Tract and all the land within the tract would be included in the UGB. This property is described as Tax Lot 100 on Deschutes County Tax Assessor's Map 18-12-11 and is also described as Property 1 in a decision dated September 19, 2019, approving a property line adjustment under file no. PZ-10-0550, being 261 acres (See Exhibit B).*

(2) The city shall include the lands brought within the city's urban growth boundary under this section in the city's inventory of buildable lands under ORS 197.296 (3)(a).

FINDING: *The proposal will satisfy criterion (2) because the City has proposed to include the lands brought within the UGB in the City's inventory of buildable lands under ORS 197.296(3)(a). The proposal includes a copy of a proposed amendment to Appendix J, the 2016 Buildable Lands Inventory, of the Bend Comprehensive Plan (See Exhibit M). This proposed amendment is attached as Exhibit I and proposes to add the 198 acres of buildable land within the Stevens Road Tract to the BLI. These acres would not be designated for either housing or employment until such as the City adopts planning amendments for guiding master planning of the Stevens Road Tract that include the required elements from Section 9 of HB 3318 and mirror the proposed plan designations as shown in Alternative 3 of the Concept Plan.*

The language of HB 3318 appears to refer to the planning amendments the City of Bend must undertake in order to receive approval for bringing the subject property within the Bend UGB.

Section (2)(4) of HB 3318 includes the following definition: "Stevens Road planning amendments" means amendments to the city's comprehensive plans, land use regulations or zoning maps that affect the development of the Stevens Road tract' [emphasis added].

The language of the House Bill does not specify the process, if any, that the County must undertake for the corresponding amendment to the County Comprehensive Plan. Absent that guidance, the subject request has been processed as a request for a Comprehensive Plan Amendment and Zone Change pursuant to Deschutes County Code. It is not apparent to staff whether the House Bill exempts the subject application from demonstrating compliance with Statewide Planning Goals, Deschutes County Comprehensive Plan policies, or other provisions of Deschutes County Code.

Staff requests the Hearings Officer make specific findings regarding whether the provisions of HB 3318 are applicable approval criteria for the subject amendment to Deschutes County's Comprehensive Plan, as well as the proposed Zone Change of the subject property."

OREGON ADMINISTRATIVE RULES CHAPTER 660, LAND CONSERVATION AND DEVELOPMENT DEPARTMENT

DIVISION 15, STATEWIDE PLANNING GOALS AND GUIDELINES

OAR 660-015, Division 15, Statewide Planning Goals and Guidelines

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements (in italics):

"The applicant asserts the Statewide Planning Goals are not applicable to the subject application because it is being processed pursuant to HB 3318. The Burden of Proof includes the following analysis in support of this claim.

'The purpose of this finding is to show that the Statewide Planning Goals are not applicable to this proposal because of the above-cited language in Section 3 of HB 3318. Section 9 of HB 3318 provides that standards in the bill apply to the Stevens Road Tract in lieu of statewide planning goals. Section 3(1)(a) of HB 3318 states that actions taken under sections 2 through 9 of this 2021 Act are not land use decisions, as defined in ORS 197.015.'

Staff also cites Section (6)(1) of HB 3318, below, which references Statewide Planning Goals in regard to the Stevens Road tract UGB expansion.

SECTION 6. Stevens Road urban growth boundary expansion. (1) Notwithstanding ORS 197.286 to 197.314, 197.626 or 197A.320 or any statewide land use planning goal related to housing or urbanization [emphasis added], the Department of Land Conservation and Development shall approve an expansion of the urban growth boundary submitted by the city and approved by the city by ordinance, if the department determines that:

- (a) The department has received the letters required by section 4 of this 2021 Act;*
- (b) The department has approved the city's conceptual plan under section 5 of this 2021 Act; and*
- (c) The proposed urban growth boundary expansion adds all of the Stevens Road tract and no other lands to the area within the city's urban growth boundary.*

The proposed Comprehensive Plan Amendment and Zone Change are for the purpose of bringing the property into the Bend UGB and are subject to applicable provisions of Deschutes County Code as well as state law. The language of HB 3318 does not provide clear direction on whether an amendment to the County's Comprehensive Plan is subject to Statewide Planning Goals, and if so, which goals are applicable. Staff requests the Hearings Officer make specific findings on this topic. In the event the Hearings Officer finds the Statewide Planning Goals apply, staff has provided alternate findings below demonstrating compliance."

Goal 1, Citizen Involvement. To develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process.

FINDING: A land use action sign was posted on the subject property on June 12, 2023, and a Notice of Application was mailed to nearby property owners on June 8, 2023. A public hearing will be held before a Hearings Officer and a second public hearing will be held before the Board of County Commissioners. Notice of all public hearings will be mailed to impacted individuals and a notice will also be printed in the Bend Bulletin newspaper. The published and mailed notices will all comply with the requirements of DCC 22.12.020.

Goal 2, Land Use Planning. To establish a land use planning process and policy framework as a basis for all decision and actions related to use of land and to assure an adequate factual base for such decisions and actions.

FINDING: This proposal satisfies this goal because the applications were handled pursuant to the procedures applicable to plan amendments in the County's Comprehensive Plan and zoning ordinance.

Goal 3, Agricultural Lands. To preserve and maintain agricultural lands.

FINDING: The subject property is not designated as agricultural lands on the Deschutes County Comprehensive Plan. Staff notes the subject property previously received approval for a Comprehensive Plan Amendment from Agriculture to Rural Residential Exception Area, on the basis the subject property does not meet the definition of agricultural land.

Goal 4, Forest Lands. To conserve forest lands by maintaining the forest land base and to protect the state's forest economy by making possible economically efficient forest practices that assure the continuous growing and harvesting of forest tree species as the leading use on forest land consistent with sound management of soil, air, water, and fish and wildlife resources and to provide for recreational opportunities and agriculture.

FINDING: The subject property does not contain any forest lands and therefore this goal is not applicable.

Goal 5, Natural Resources, Scenic and Historic Areas, and Open Spaces. To protect natural resources and conserve scenic and historic areas and open spaces.

FINDING: The subject property does not contain any inventoried Goal 5 resources. An assessment of natural resources, scenic and historic areas, and open space was conducted as part of the conceptual planning process done by the City of Bend. Appendix E to the Stevens Road Tract Concept Plan is a memo dated March 28, 2022, titled Historic, Cultural, and Natural Resources. This memo includes a review of different types of Goal 5 resources and notes the subject property does not contain any area within the Surface Mining Impact Area, Wildlife Area Combining Zone, or Landscape Management Combining Zone.

Goal 6, Air, Water, and Land Resources Quality. To maintain and improve the quality of the air, water, and land resources of the state.

FINDING: *The proposal is consistent with Goal 6 based on the analysis provided in the Stevens Road Tract Concept Plan and other supplemental application materials. These materials demonstrate future development of the subject property will be designed to minimize carbon emissions and will reduce single-occupancy vehicles trips by planning for transit and bicycle connections. No development is proposed at this time and future uses will be established under urban zoning designations. In a letter dated July 14, 2023, the Applicant provides the following statement on impacts to water resources.*

'No development is proposed at this time that would affect either surface or subsurface water resources.'

Staff concurs and notes the subject application only reviews the impacts of rezoning the subject property to UA and changing the Comprehensive Plan designation to Bend UGB. Future annexation will be subject to a separate land use application and impacts to natural resources will be evaluated again at that time. Staff finds the Stevens Road Tract Concept Plan is not the subject of this review but provides relevant context on how the planned uses of the subject property will comply with Goal 6.

Goal 7, Areas Subject to Natural Disasters and Hazards. To protect people and property from natural hazards.

FINDING: *The applicant provided the following statement regarding wildfire and flood risk on the subject property:*

The proposed amendments are consistent with this goal because the Concept Plan guiding future development of the Stevens Road Tract has accounted for the natural hazard of wildfire. The proposed amendments would change the County's Comprehensive Plan map to include the subject property within the Bend urban growth boundary, change the Plan designation to Bend Urban Growth Boundary, and change the zoning on the County's Zoning map to UA, Urbanizable Area. The purpose behind these amendments is to facilitate the development of the subject property according to the Stevens Road Tract Concept Plan (See Exhibit H). The materials submitted with the plan amendment and zone change applications include the Technical Appendices to the Concept Plan (See Exhibit I), which also include a technical memorandum addressing wildfire risk and identifying several strategies for mitigation (See Appendix F). The subject property does not abut or is impacted by a flood plain.'

Staff finds wildfire risk is the primary natural disaster concern on the subject property.

The adopted concept plan indicates transportation access to other areas of the City of Bend will improve as a road network is developed within the subject property. Staff notes the new roads and improved access will provide benefits if a natural disaster were to occur and the subject property

either needed to be evacuated or needed to be accessed by emergency service providers. Future annexation of the subject property will also allow it to be served by urban service providers.

Goal 8, Recreational Needs. To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.

FINDING: The Stevens Road Tract Concept Plan presented three high-level alternatives for future development of the subject property. The concept plan that was ultimately approved by Bend City Council includes a 29-acre centrally located community park, seven acres of trail corridors, and three acres of open space. This concept plan factors in trail and bicycle connections to existing and proposed trail networks.

The Stevens Road Tract Concept Plan also provides an evaluation of existing natural features, such as rock outcroppings and trails along the utility easements, and how these features can be preserved and incorporated into developed parks and recreation opportunities.

Goal 9, Economy of the State. To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.

FINDING: The intended use of the subject property is future annexation by the City of Bend and a master planning process for development. The adopted Stevens Road Tract Concept Plan proposes a mix of commercial and residential uses, and HB 3318 requires land to be zoned for commercial uses in accordance with the City's most recent economic opportunity analysis.

As described below, the Stevens Road Tract master plan will provide housing affordable for those earning 80 percent or less of the area median income, with priority given to employees of an education provider. Staff finds the provision for workforce housing will benefit the local economy.

Goal 10, Housing. To provide for the housing needs of citizens of the state.

FINDING: Section (9)(2) of HB 3318 stipulates that at least 20 net acres of land within the Stevens Road Tract must be conveyed to the City of Bend and remain as income-restricted housing for a period of no less than 50 years. Of this land area that is set aside for income-restricted housing, at least 12 net acres must be available to households earning 60 percent or less of the area median income. In addition, six net acres must be made available to households earning 80 percent or less of the area median income, with priority given to employees of education providers. Finally, at least two net acres must be restricted so that at least 80 percent of the units in each contiguous development tract are affordable to households earning 80 percent or less of the area median income, which includes at least one acre where preference is given to employees of an education provider.

HB 3318 provides additional guidance on the development of market-rate housing, to ensure adequate opportunities for the development of all needed housing types. Housing in the Stevens Road Tract must exceed a minimum density of nine units per gross residential acre, and the ratio of single-

family to multifamily housing must exceed what is required in the city's most recently adopted housing needs analysis. Staff notes no housing development is proposed under the UA zoning designation, and future development will be reviewed according to the City of Bend's Development Code and Comprehensive Plan. However, staff finds the subject Comprehensive Plan Amendment and Zone Change will promote the creation of new housing units by completing a necessary step towards eventual development of the subject property.

Goal 11, Public Facilities and Services. To plan and develop a timely, orderly, and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.

FINDING: The application materials indicate the subject property is currently served by Avion Water Company, and planning has begun regarding domestic water service for the future build-out of the property. The appendixes to the Steven Road Tract Concept Plan also include technical memorandums regarding water infrastructure, sewer infrastructure, and transportation improvements. Staff finds interagency planning is underway to ensure a smooth transition of services when the subject property is brought into the Bend city limits and developed. Beginning this coordination at the concept planning phase allows for timely input from service providers, which increases the likelihood of orderly and efficient public facilities.

Goal 12, Transportation. To provide and encourage a safe, convenient and economic transportation program.

FINDING: The Stevens Road Tract Concept Plan indicates 20 percent of the unconstrained land area is planned for future public right of way, which amounts to approximately 50 acres of land. The application materials also provide an analysis of the intersection and roadway improvements that would be required to build out the subject property, and information on how those improvements relate to the goals of the City of Bend's Transportation System Plan.

Staff finds the applicant has demonstrated that different modes of transportation will be planned for, and that direct road and transit connections will be provided between the subject property and other neighborhoods within Bend. Although these transportation improvements will not be built out until the property is annexed into the City of Bend, there is significant evidence that transportation planning is underway and is being accounted for. For these reasons, staff finds the proposed Zone Change and Comprehensive Plan Amendments are a step towards developing a safe, convenient, and economic transportation network within the subject property.

Goal 13, Energy Conservation. To conserve energy.

FINDING: The application materials indicate the subject property will be developed with high-density housing, walkable commercial centers, and will be served by transit. Three alternatives were presented in the Stevens Road Concept Plan, and the option that was selected had the "least impact per household for water usage, energy usage, and carbon emissions" (Stevens Road Tract Concept Plan page 70).

Goal 14, Urbanization. To provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.

FINDING: *The subject property will be annexed into the City of Bend and developed through a master planning process that accounts for parks, walkable neighborhoods, transit access, commercial uses, and a variety of housing types. Staff finds this master planning process will encourage the development of the subject property as a livable community that accommodates urban housing and urban employment. As described above, the planning process for the subject property has been a coordinated effort with involvement from the City of Bend, Deschutes County, and the State of Oregon. The unique factors of the subject property, particularly that it is under public ownership and was approved for a UGB expansion through HB 3318, will allow an orderly and efficient transition from the current rural use of the land to its future urban uses.*

Goal 15, Willamette Greenway.

FINDING: *This criterion does not apply because the subject property is not located in the Willamette Greenway.*

Goals 16 through 19.

FINDING: *These goals do not apply to land in Central Oregon.*

Staff finds that if the Statewide Planning Goals do apply, compliance with them has been effectively demonstrated. Staff requests the Hearings Officer make specific findings regarding whether the Statewide Planning Goals apply to the subject application."

V. CONCLUSION

The Hearings Officer finds that the Applicant has met the burden of proof necessary to justify changing the Comprehensive Plan Designation of the Subject Property from Rural Residential Exception Area to Bend Urban Growth Area, to change the zoning of the Subject Property from Multiple Use Agricultural (MUA10) to Urbanizable Area (UA), and to expand the Urban Growth Boundary through effectively demonstrating compliance with the applicable criteria of DCC Title 18 (Deschutes County Zoning Ordinance), DCC Title 19A (Bend Urbanizable Area District), the Deschutes County Comprehensive Plan, and applicable sections of OAR and ORS.

VI. DECISION AND RECOMMENDATION

Approval of:

Change of the Subject Property Plan Designation from Rural Residential Exception Area to Bend Urban Growth Area; and to

Change of the Subject Property Zoning from Multiple Use Agriculture (MUA 10) to Urbanizable Area

(UA).

Deschutes County Hearings Officer



Gregory J. Frank

Date: October 23, 2023



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: November 8, 2023

SUBJECT: Oregon Health Authority grant agreement #180009-3

RECOMMENDED MOTIONS:

Move approval of Chair signature of Document No. 2023-963, amending an agreement with Oregon Health Authority for grant funding.

BACKGROUND AND POLICY IMPLICATIONS:

Oregon Health Authority intergovernmental agreement #180009, approved by the Board on June 28, 2023, outlined program descriptions and reporting requirements for Deschutes County as a Local Public Health Authority for fiscal years 2024 and 2025, and provided funding for most program elements for FY 2024.

This amendment #3 awards anticipated funding totaling \$620,521 for the following program elements:

- \$137,755 for PE 12-04 Medical Reserve Corp
- \$456,500 for PE 51-02 LPHA Regional Partnership Implementation
- \$26,266 for PE 51-03 ARPA WF Funding

BUDGET IMPACTS:

\$620,521 in revenue for fiscal year 2024.

ATTENDANCE:

Emily Horton, Manager, Public Health Program

Tom Kuhn, Manager, Public Health Program

Agreement #180009



**AMENDMENT TO OREGON HEALTH AUTHORITY
2023-2025 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This **Third** Amendment to Oregon Health Authority 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2023, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Deschutes County**, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Deschutes County. OHA and LPHA are each a “Party” and together the “Parties” to the Agreement.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2024 (FY24) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

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

AGREEMENT

1. This Amendment is effective on **September 1, 2023**, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
 - a. Exhibit C, Section 1 of the Agreement, entitled “Financial Assistance Award” for FY24 is hereby superseded and replaced in its entirety by Attachment A, entitled “Financial Assistance Award (FY24)”, attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
 - b. Exhibit J of the Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.

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

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

7. **Signatures.**

STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY

Approved by: _____

Name: /for/ Nadia A. Davidson

Title: Director of Finance

Date: _____

DESCHUTES COUNTY LOCAL PUBLIC HEALTH AUTHORITY

Approved by: _____

Printed Name: _____

Title: _____

Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Steven Marlowe, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 11, 2023, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____

Name: Rolonda Widenmeyer (or designee)

Title: Program Support Manager

Date: _____

**Attachment A
Financial Assistance Award (FY24)**

State of Oregon Oregon Health Authority Public Health Division		
1) Grantee Name: Deschutes County Street: 2577 NE Courtney Dr. City: Bend State: OR Zip: 97701-7638	2) Issue Date Friday, September 1, 2023	This Action Amendment
	3) Award Period From July 1, 2023 through June 30, 2024	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$255,927.00	\$0.00	\$255,927.00
PE01-12	ACDP Infection Prevention Training	\$1,517.82	\$0.00	\$1,517.82
PE07	HIV Prevention Services	\$28,467.00	\$0.00	\$28,467.00
PE08-01	Ryan White B HIV/AIDS: Case Management	\$177,394.00	\$0.00	\$177,394.00
PE08-02	Ryan White B HIV/AIDS: Support Services	\$61,253.00	\$0.00	\$61,253.00
PE08-03	Ryan White B HIV/AIDS: Oral Health	\$36,371.00	\$0.00	\$36,371.00
	Public Health Emergency Preparedness and	\$111,913.00	\$0.00	\$111,913.00
PE12-01	Response (PHEP)			
PE12-04	MRC-STTRONG	\$0.00	\$137,755.00	\$137,755.00
	Tobacco Prevention and Education Program	\$464,824.57	\$0.00	\$464,824.57
PE13	(TPEP)			
	Alcohol & Drug Prevention Education	\$161,713.00	\$0.00	\$161,713.00
PE36	Program (ADPEP)			
PE40-01	WIC NSA: July - September	\$186,520.00	\$0.00	\$186,520.00
PE40-02	WIC NSA: October - June	\$559,559.00	\$0.00	\$559,559.00
PE40-05	Farmer's Market	\$7,574.00	\$0.00	\$7,574.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$6,557.00	\$0.00	\$6,557.00
PE42-04	MCAH Babies First! General Funds	\$20,962.00	\$0.00	\$20,962.00
PE42-06	MCAH General Funds & Title XIX	\$12,302.00	\$0.00	\$12,302.00
PE42-11	MCAH Title V	\$69,713.00	\$0.00	\$69,713.00
PE42-12	MCAH Oregon Mothers Care Title V	\$57,515.00	\$0.00	\$57,515.00
PE42-13	Family Connects Oregon	\$50,000.00	\$0.00	\$50,000.00
	Public Health Practice (PHP) - Immunization	\$47,791.00	\$0.00	\$47,791.00
PE43-01	Services			
PE44-01	SBHC Base	\$360,000.00	\$0.00	\$360,000.00
PE44-02	SBHC - Mental Health Expansion	\$420,153.50	\$0.00	\$420,153.50
	RH Community Participation & Assurance of	\$32,197.66	\$0.00	\$32,197.66
PE46-05	Access			
	Safe Drinking Water (SDW) Program	\$122,310.00	\$0.00	\$122,310.00
PE50	(Vendors)			
	LPHA Leadership, Governance and Program	\$788,004.00	\$0.00	\$788,004.00
PE51-01	Implementation			
PE51-02	Regional Partnership Implementation	\$86,474.38	\$456,499.62	\$542,974.00
PE51-03	ARPA WF Funding	\$0.00	\$26,266.00	\$26,266.00

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE51-05	CDC PH Infrastructure Funding	\$622,298.28	\$0.00	\$622,298.28
	Suicide Prevention, Intervention and	\$120,767.00	\$0.00	\$120,767.00
PE60	Postvention			
	HIV Early Intervention and Outreach Services	\$369,254.00	\$0.00	\$369,254.00
PE73				
		\$5,239,332.21	\$620,520.62	\$5,859,852.83

5) Foot Notes:	
PE40-01	7/2023: Unspent SFY2024 Q1 award will be rescinded by the state, cannot be carried over to SFY2024 Q2-4 period.
PE40-02	7/2023: Q2-4 Unspent grant award will be rescinded by the state at end of SFY2024
PE42-11	7/2023: Indirect charges cap at 10%.
PE42-12	7/2023: Indirect Charges cap at 10%.
PE43-01	7/2023: Awarded funds can be spent on allowable costs for the period of 7/1/2023 - 9/30/23. Any unspent funds will be de-obligated.
PE43-01	9/2023: Prior Footnote dated 7/2023 Null and Void.
PE51-01	7/2023: Bridge funding for 7/1/23-9/30/23.
PE51-01	8/2023: Prior Footnote dated 7/2023 Null and Void
PE51-02	7/2023: Bridge funding for 7/1/23-9/30/23.
PE51-02	9/2023: Prior Footnote dated 7/2023 Null and Void
PE51-03	9/2023: Federal funds expire 6/30/24 and will be ineligible for carryover into SFY25.
PE60	9/2023: Award available 7/1/23-6/29/24 only.

6) Comments:	
PE01-01	8/2023: Prior Comment dated 7/2023 Null and Void 7/2023: SFY24 funding available 7/1/23-9/30/23 only.
PE12-01	8/2023: Prior Comment dated 7/2023 Null and Void 7/2023: SFY24 Award funding for first 3 months only
PE13	9/2023: All Prior Comments Null and Void 7/15/23: SFY24 Award adding funding for 10/1/23-6/30/24 7/2023: SFY24 Bridge Funding 7/1/23-9/30/23
PE40-01	7/2023: SFY2024 Q1 WIC NSA grant award. 37,304\$ must spent on Nutrition Ed; \$6,019 on BF Promotion. Underspend Q1 award cannot be carried over to Q2-4 period.
PE40-02	7/2023: SFY2024 Q2-4 grant award. \$111,912 must be spent on Nutrition Ed, \$18,056 on BF Promotion.
PE40-05	7/2023: SFY2024 WIC Farmers Market Mini grant award. Final Q2 Rev & Exp Report is required for final accounting. Underspent funds will be rescinded by the state in February 2024
PE51-05	7/2023: SFY24 Award Available 7/1/23-6/30/24. Funds are available 7/1/23-11/30/27. Unspent Funds in SFY24 will be carried over to the next fiscal year.
PE60	7/2023: Award for 7/1/23-6/29/24

7) Capital outlay Requested in this action:				
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
Program	Item Description	Cost	PROG APPROV	

Attachment B
Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE12-04 MRC-STTRONG

Federal Award Identification Number:	U3REP230687
Federal Award Date:	06/01/23
Budget Performance Period:	06/01-2023-05/31/2025
Awarding Agency:	DHHS/ASPR
CFDA Number:	93.008
CFDA Name:	Medical Reserve Corps Small Grant Program
Total Federal Award:	2500000
Project Description:	MRC-STTRONG - The project aims to address challenges and advance volunteers and MRC Coordinator readiness.
Awarding Official:	Claudia Roman-Stolte
Indirect Cost Rate:	18.06
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53515
Index:	50407

Agency	UEI	Amount	Grand Total:
Deschutes	SVJRCF7JN519	\$137,755.00	\$137,755.00

PE51-03 ARPAAWF Funding

Federal Award Identification Number:	NU90TP922194
Federal Award Date:	10/05/22
Budget Performance Period:	07/01/2021-06/30/2024
Awarding Agency:	CDC
CFDA Number:	93.354
CFDA Name:	Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response
Total Federal Award:	25,667,917
Project Description:	Cooperative Agreement for Emergency Response: Public Health Crisis Response - 2018
Awarding Official:	Jaime Jones
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	50271
Index:	50107

Agency	UEI	Amount	Grand Total:
Deschutes	SVJRCF7JN519	\$26,266.00	\$26,266.00

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: _____, hereinafter referred to as "Document."

I, _____
Name 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

_____ 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: November 8, 2023

SUBJECT: Second Intergovernmental Agreement – Coordinated Houseless Response Office

RECOMMENDED MOTION:

Move approval of County Administrator signature on Document No. 2023-979, the second intergovernmental agreement for the Coordinated Houseless Response Office.

BACKGROUND AND POLICY IMPLICATIONS:

In June 2022 the Board approved the an intergovernmental agreement establishing a Coordinated Office on Houselessness (attached). This original IGA established a Board of Directors, discussed the role of the Executive Director, and set up the Coordinated Houseless Response Office (CHRO) structure.

Since that time, Deschutes County and the cities of Redmond, Sisters, La Pine and Bend have approved moving the CHRO under the general direction of the Central Oregon Intergovernmental Council (COIC). The second intergovernmental agreement outlines how the CHRO will operate under this new arrangement, including CHRO Board Bylaws (Exhibit 1 to the IGA).

Separately, staff is drafting an MOU between Deschutes County and COIC that will outline each government's roles and responsibilities for the Coordinated Houseless Response Office.

BUDGET IMPACTS:

N/A.

ATTENDANCE:

Erik Kropp, Deputy County Administrator

INTERGOVERNMENTAL AGREEMENT
COORDINATED OFFICE ON HOUSELESSNESS

PARTIES

- Deschutes County, a political subdivision of the State of Oregon, ("County")
- City of Bend, an Oregon Municipal Corporation, ("Bend")
- City of La Pine, an Oregon Municipal Corporation, ("La Pine")
- City of Sisters, an Oregon Municipal Corporation, ("Sisters")
- City of Redmond, an Oregon Municipal Corporation, ("Redmond")

RECITALS

A. ORS 190.010 authorizes units of local government to enter into Intergovernmental Agreements ("IGA") for the performance of any or all functions which a Party to the IGA has the authority to perform.

B. The Parties to this IGA agree to support a joint effort to implement [HB 4123](#) and establish a countywide County-City Coordinated Houseless Response Office Pilot ("Office").

C. The Office will operate under the general direction of the Deschutes County Administrator ("CA") and subject to oversight and policy direction by the Oversight Board of Directors ("Board").

D. The Board will be comprised of one (1) elected official from each Party to this IGA. Initial Board members have the opportunity to make important, foundational decisions at inception including ensuring sound governance and input to the County Administrator on the hiring of the Executive Director ("ED"). The Board will approve the Office Strategic Plan and will provide policy direction to the Office.

E. The Deschutes County Counsel office will act as legal advisor to the Executive Director, the CA, and the Board for matters related to the Office or the purpose of this IGA. Nothing in this IGA is intended to abrogate, waive, or diminish the attorney-client privilege or other confidentiality provisions applicable between City elected officials and City employees and legal counsel for their respective cities.

F. Parties to this IGA shall appoint a staff liaison to attend Board meetings and work/coordinate with the Office.

G. Board members shall serve as a liaison between their elected body and the Office.

H. As an entity authorized by statute and formed by an IGA with the authority to make decision on policy and administration, the Board is considered a public body for the purposes of the public meetings law, will hold noticed meetings open to the public, and otherwise act in accordance with Oregon Public Meetings Law.

I. The Office will include an Advisory Panel ("Panel") comprised of houselessness experts drawn from the community, to include representatives with knowledge and experience in the areas of youth services, lived experiences, DEI, accessibility, housing, houselessness, land use, public education, health, education, philanthropy.

J. The Office will coordinate with and develop partnerships with local and regional stakeholders as specified in House Bill 4123.

K. The Office will be managed by an ED who will report to and be supervised by the CA or designee. The ED will be charged with general operation of the Office as more fully described in the Job Description attached hereto as Exhibit 1.

L. For the first two fiscal years, the Office will be funded with pilot funding of \$1,000,000 provided by the State of Oregon.

TERMS OF AGREEMENT

- 1. **Effective Date/Duration.** This IGA shall be effective when signed by two or more Parties. Unless extended or earlier terminated in a writing signed by a majority of the Parties, this IGA terminates on June 30, 2027.
- 2. **Commitment to Support.** Parties to this IGA commit to support the Office for a total of not less than five fiscal years. The Parties understand that this IGA will need to be amended as the funding and commitments for years 3-5 are further defined and clarified by the Parties.
- 3. **Strategic Plan.** Within one year of receiving the funding from the State of Oregon, the Board will adopt a five-year strategic plan that identifies and sets goals as set forth in HB 4123.
- 4. **Member Obligations.**
 - a. County will provide direct supervision to the Office and to all employees of the Office, including but not limited to the Executive Director. County will retain oversight of fiscal matters of the Office and will be responsible for all associated salary/wages, tax withholding, benefits, insurance, etc. No employment or contractual relationship of any kind exists or will exist between the Parties to this IGA (other than the County) and the Office/employees in the Office. The Office and the Board will be covered under the Deschutes County insurance.
 - b. Bend will provide staff liaison and for two years, office facility for the Executive Director and support staff.

- c. La Pine will provide a staff liaison.
- d. Sisters will provide a staff liaison.
- e. Redmond will provide a staff liaison.

5. General Terms.

- a. **Assignment.** This IGA, and each Party's rights and responsibilities associated with this IGA may not be assigned.
- b. **Entire Agreement.** This IGA sets forth the entire agreement of the parties with respect to the subject matter of the IGA and supersedes any and all prior negotiations, discussions, agreements and understandings of the parties.
- c. **Recitals.** The Recitals are incorporated into and made part of this IGA.
- d. **Board Meetings.** Meetings of the Board shall establish a meeting schedule [that meets quarterly or monthly].
- e. **Panel Meetings.** Meetings of the Panel shall occur monthly on the date established by the ED.
- f. **Dispute Resolution.** The Parties agree to attempt to resolve any disputes related to this IGA first by meeting between the City Managers and County Administrator. In the event dispute resolution is unsuccessful, this IGA will be construed, applied and enforced in accordance with the laws of the State of Oregon. Any action or proceedings arising out of this IGA will be initiated in the Circuit Court of Deschutes County, Oregon.
- g. **Severability.** If any provision of this IGA is held illegal or unenforceable in any respect, the remaining provisions remain in full force and effect to the extent possible.
- h. **Access to Records.** All parties to the IGA shall maintain fiscal records and all other records pertinent to this IGA.
 - 1. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
 - 2. All records shall be retained and kept accessible for at least three years, or as otherwise required to be retained by Oregon law.
 - 3. If an audit, litigation or other action involving this IGA is started before the end of the three-year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.
 - 4. All Parties to this IGA and their authorized representatives shall have the right to direct access to all associated books, documents, and papers.

and records related to this IGA for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.

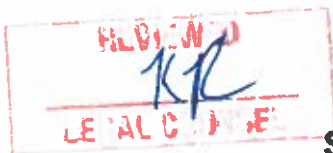
- 5. In the event of a public records request, the Office is considered the custodian of the public records of the Board. To the extent more than one public body is the custodian of a given public record, when a city or county receives a request it has received from another public body, it may consult with the originating body to determine whether the records may be exempt from disclosure.
- i. Amendment/Extension. This IGA may be amended or extended by mutual written agreement of the Parties.
- j. Indemnification. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, each Party shall defend, indemnify, and hold each other Party, and its officers, agents, employees and volunteers, harmless against all liability, claims, losses, demands, suits, fees and judgments (collectively referred to as "claims") that may be based on, or arise out of, damage or injury (including death) to persons or property caused by or resulting from any act or omission of the Party in connection with the performance of this IGA or by conditions created thereby or based upon violation of any statute, ordinance or regulation. This indemnification shall not apply to claims caused by the sole negligence or willful misconduct of the other Party, its officers, agents, employees and volunteers. The Parties agree that they are not agents of each other and are not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.
- k. Each Party has reviewed this IGA with its own legal counsel.
- l. The persons signing below acknowledge they have read and understood this agreement and certify that they have authorization from their governing bodies to execute this IGA and be bound by its terms.

CITY OF BEND

DESCHUTES COUNTY

 By: _____
 Date: _____

 Nick Lelack, County Administrator
 Date: _____



SECOND INTERGOVERNMENTAL AGREEMENT COORDINATED HOUSELESS RESPONSE OFFICE (CHRO)

PARTIES

- Deschutes County, a political subdivision of the State of Oregon, (“County”)
- City of Bend, an Oregon Municipal Corporation, (“Bend”)
- City of La Pine, an Oregon Municipal Corporation, (“La Pine”)
- City of Sisters, an Oregon Municipal Corporation, (“Sisters”)
- City of Redmond, an Oregon Municipal Corporation, (“Redmond”)

RECITALS

- A. ORS 190.010 authorizes units of local government to enter into Intergovernmental Agreements (“IGA”) for the performance of any or all functions which a Party to the IGA has the authority to perform.
- B. The Parties to this IGA agree to support a joint effort to implement [HB 4123](#) and establish and provide oversight for a Coordinated Houseless Response Office Pilot (“Office”).
- C. The participating local government agencies under HB 4123 include: Deschutes County and Cities of Bend, La Pine, Redmond, and Sisters (County/Cities). The Oversight Board for the Office and the HB 4123 project has been comprised of one (1) elected official from each County/Cities. In addition, one (1) Central Oregon Continuum of Care Board representative and one (1) NeighborImpact representative will be added to the Board as non-voting members (“Board”).
- D. The Board provides policy direction to the Office. The Board submitted a Coordinated Houseless Response Office (“CHRO”) 5-Year Strategic Plan, dated August 14, 2023, to guide the work of the Office, to the State in compliance with HB 4123.
- E. The Parties entered into an Intergovernmental Agreement Coordinated Office on Houselessness, effective December 7, 2022 (“original IGA”). The Parties intend that the Office will now operate under the general direction of the Central Oregon Intergovernmental Council (“COIC”) Executive Director or designee with consultation from HB 4123 participating local government agencies or administrative leadership, and subject to oversight and policy direction by the oversight Board. COIC’s roles and responsibilities, payments, timelines and check-ins, etc., will be set forth in a separate agreement, including a Scope of Work, between COIC and Deschutes County.
- F. COIC’s legal representative will act as legal advisor to the COIC for matters related to the Office and COIC’s role in operating the Office. It is expected that COIC’s legal counsel will consult with attorneys for the Parties as needed. Deschutes County counsel will represent the County Administrator and the

related to the Office and COIC's role in operating the Office. It is expected that COIC's legal counsel will consult with attorneys for the Parties as needed. Deschutes County counsel will represent the County Administrator and the County, and the other parties will be represented by their own legal counsel for the purpose of implementing this IGA. Nothing in this IGA is intended to abrogate, waive, or diminish the attorney-client privilege or other confidentiality provisions applicable between County/Cities elected officials and County/Cities employees and legal counsel for their respective County/Cities.

- G. Parties to this IGA will appoint a staff liaison to attend Board meetings and work/coordinate with the Office.
- H. Board members will serve as the sole liaisons between their respective elected body or organization and the Office to provide updates and/or request for commitments or actions.
- I. The Board's purpose, authority, membership, terms, roles, and responsibilities, and more are outlined in the Board bylaws in the attached Exhibit 1.
- J. As an entity authorized by statute and formed by an IGA with the authority to make decision on policy and administration, the Board is considered a public body for the purposes of the public meetings law, will hold noticed meetings open to the public, and otherwise act in accordance with Oregon Public Meetings Law.
- K. The Office will include an Advisory Committee. The Advisory Committee's Description, Distinction from the Governance Board, Roles and Responsibilities, Membership Categories and Advisory Committee Terms, are outlined in the Board bylaws in the attached Exhibit 1.
- L. The Office will coordinate with and develop partnerships with local and regional stakeholders as specified in House Bill 4123.
- M. The Office is funded with initial pilot funding of \$1,000,000 provided by the State of Oregon. County/Cities are responsible for continuing future funding commitments starting year 3 and for no less than five years as required in HB 4123 to continue the Office.

TERMS OF AGREEMENT

- 1. **Original Agreement Void.** The parties intend that upon the effective date of this IGA, the Original IGA shall be void and of no further effect. All references to the "IGA" in this document are to the Second IGA between the Parties.
- 2. **Effective Date/Duration.** This IGA shall be effective when signed by the last Party to the Agreement. Unless extended or earlier terminated in a writing signed

by all of the Parties, this IGA terminates on June 30, 2027.

3. **Commitment to Support.** Parties to this IGA commit to support the Office for a total of not less than five fiscal years from the time the Parties received the grant funding under HB 4123 which was June 2022, or until this IGA terminates on June 30, 2027 (unless extended). The Parties understand that this IGA will need to be amended as the funding and commitments for years 3-5 are further defined and clarified by the Parties.

4. **Strategic Plan.** The Board adopted a five-year strategic plan as required by HB 4123. The Board may update and change the five-year strategic plan.

5. **Member Obligations.**

a. Subject to the ongoing financial commitment of each participating agency as outlined in Section 3 above, Deschutes County will enter into a separate agreement with COIC to provide functional support of the Office, including high level coordination, centralized communication, strategic visioning, leveraging existing funds and accessing new resources, leading the implementation of the strategic plan, helping create a responsive system county-wide for residents experiencing homelessness and other tasks as further set forth in the separate agreement. The separate agreement will include COIC's roles and responsibilities, payments, timelines and check-ins, and other tasks. Deschutes County will continue to be the grant recipient and maintain its responsibility for managing the \$1 million fund and reporting to the state, including when designating and assigning work to COIC, consistent with the State Grant Agreement.

b. Deschutes County will provide a staff liaison.

c. Bend will provide a staff liaison.

d. La Pine will provide a staff liaison.

e. Sisters will provide a staff liaison.

f. Redmond will provide a staff liaison.

6. **General Terms.**

a. Assignment. This IGA, and each Party's rights and responsibilities associated with this IGA may not be assigned.

b. Entire Agreement. This IGA sets forth the entire agreement of the parties with respect to the subject matter of the IGA and supersedes any and all prior negotiations, discussions,

agreements and understandings of the parties.

- c. Recitals. The Recitals are incorporated into and made part of this IGA.
- d. Board Meetings. The Board has established a schedule where they meet regularly at noticed public meetings. See Board bylaws in attached Exhibit 1 for more information about Board meetings including membership, terms, attendance policy, frequency, officers, and other relevant provisions.
- e. Dispute Resolution. The Parties agree to attempt to resolve any disputes related to this IGA first by meeting between the City Managers involved in the dispute and the County Administrator. As needed, the Parties will communicate with the COIC Executive Director but understand that COIC is not a party to this IGA. In the event dispute resolution is unsuccessful, this IGA will be construed, applied and enforced in accordance with the laws of the State of Oregon. Any action or proceedings arising out of this IGA will be initiated in the Circuit Court of Deschutes County, Oregon.
- f. Severability. If any provision of this IGA is held illegal or unenforceable in any respect, the remaining provisions remain in full force and effect to the extent possible.
- g. Access to Records. All parties to the IGA shall maintain fiscal records and all other records pertinent to this IGA.
 1. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
 2. All records shall be retained and kept accessible for at least three years, or as otherwise required to be retained by Oregon law.
 3. If an audit, litigation or other action involving this IGA is started before the end of the three-year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.
 4. All Parties to this IGA and their authorized representatives have the right to direct access to all associated books, documents, papers, and records related to this IGA for the purpose of conducting audits and examinations and making copies, excerpts, and transcripts.

5. In the event of a public records request, the COIC is considered the custodian of the public records of the Board. To the extent more than one public body is the custodian of a given public record, when a city or county receives a request, it has received from another public body, it may consult with the originating body to determine whether the records may be exempt from disclosure.

- i. Amendment/Extension. This IGA may be amended or extended by mutual written agreement of the Parties.
- j. Indemnification. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, each Party shall defend, indemnify, and hold each other Party, and its officers, agents, employees and volunteers, harmless against all liability, claims, losses, demands, suits, fees and judgments (collectively referred to as "claims") that may be based on, or arise out of, damage or injury (including death) to persons or property caused by or resulting from any act or omission of the Party in connection with the performance of this IGA or by conditions created thereby or based upon violation of any statute, ordinance or regulation. This indemnification shall not apply to claims caused by the sole negligence or willful misconduct of the other Party, its officers, agents, employees and volunteers. The Parties agree that they are not agents of each other and are not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.
- k. Each Party has reviewed this IGA with its own legal counsel.
- l. The persons signing below acknowledge they have read and understood this agreement and certify that they have authorization from their governing bodies to execute this IGA and be bound by its terms.

CITY OF BEND

DESCHUTES COUNTY

By: Eric King, City Manager

Nick Lelack, County Administrator

Date: _____

Date: _____

CITY OF LA PINE

Title:
Date: _____

CITY OF SISTERS

Title:
Date: _____

CITY OF REDMOND

Title:
Date: _____

Exhibit 1 – CHRO BOARD BY LAWS (attached)



Deschutes County and Cities of Bend, La Pine, Redmond, and Sisters
Coordinated Houseless Response Office (CHRO)

BOARD BYLAWS

Introduction

Deschutes County and the Cities of Bend, La Pine, Redmond, and Sisters worked together to secure \$1 million in state funding via House Bill 4123 (HB4123) to pilot and operationalize a Deschutes County and Cities of Bend, La Pine, Redmond, and Sisters – Coordinated Houseless Response Office (CHRO or Office) and were successful. The Office was established to help streamline and complement the work of dozens of local organizations serving our regional houseless population enabling a community-wide approach to addressing houselessness under a shared set of principles, priorities, and strategies.

Purpose of the Board under HB4123

The Office’s Board of Directors (Board) is the governing body mandated by the State of Oregon that comprise of representatives from the governing body of each member government and with specific roles of each member to support the advisory committee and Office.

IGA Relationship

The Intergovernmental Agreement (IGA) is between Deschutes County and the Cities of Bend, La Pine, Redmond, and Sisters. The Board will provide recommendations to parties of the agreement on various issues relating to homelessness in Deschutes County, including the creation of a countywide five-year strategic plan to address homelessness on a regional basis in Deschutes County.

Authority

The Board serves an advisory and sole liaison function but does not manage the Office. Its role is to:

- Support the advisory committee and Office as per HB4123
 - This support can take the form of financial support, resources, assistance, ensure sustainability, public engagement, partnerships.
- Policy – solely general advice and consent functions.

- Five-year strategic plan
 - Provide input & direction;
 - Approval and commitment; and
 - Political leadership in implementing.
- Review and provide input into the Office’s budget on a yearly basis.
- Act as a liaison to the advisory committee
 - Appoint members of the advisory committee
 - Participate as able in advisory committee meetings.
- Support and general guidance to entity holding the Office.
- Serve as a liaison to their individual governing bodies and between their governing body and Board (example: weighted voting, financial, and/or in-kind contributions)
 - Represent the strategic plan and the Office to their governing body.

Board Membership

The Board is comprised of elected officials from each participating County and Cities as required by HB 4123.

1. One (1) elected official from Deschutes County
2. One (1) elected official from the City of Bend
3. One (1) elected official from the City of LaPine
4. One (1) elected official from the City of Redmond
5. One (1) elected official from the City of Sisters
6. One (1) representative from the OR-503 Continuum of Care (ex-officio, non-voting)
7. One (1) representative from the NeighborImpact (ex-officio non-voting)

The Board composition can change with the approval of the voting Board members and with guidance from the Office and the entity holding the Office. An update to the bylaws and a vote on the amended bylaws will be necessary to proceed.

The governing body of the participating County and Cities shall each appoint one representative and an alternate from their elected body to serve on the Board. Notification of the appointments will be provided to the Office upon action of each of the parties.

Having a local Continuum of Care (CoC) as Board member strategically aligns with HB4123 requirement to coordinate with a local CoC, a federally mandated and funded program. The Homeless Leadership Coalition (HLC) is the local CoC also known as OR-503 servicing Central Oregon. It is designed to promote communitywide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and

families; and optimize self- sufficiency among individuals and families experiencing homelessness. (Source: HUD Exchange)

NeighborImpact represents and serves economically disadvantaged residents of Central Oregon with a mission to support people and strengthen communities. NeighborImpact provides a diversity of services that not only meet basic human needs for food and shelter, but also enrich people’s lives by providing access to increased education, skills, and hope for the future. Their services assist people to become more independent and self-sufficient, recognizing there is a continuum of support that all people need throughout their life. Until recently, they were also the fiscal agent for HLC. NeighborImpact administers electronic data collection system called the Homeless Management Information System (HMIS) that allows homeless service providers to record client information and track services provided and are working alongside HLC to produce a public data dashboard that the Office Board deems a priority. NeighborImpact also offers houselessness prevention programs and resources, which aligns with the Office’s strategic priority of homeless prevention.

The HLC and NeighborImpact shall select a representative and an alternate who are able to speak on behalf of their organization to serve on the Board. Notification of the appointments will be provided to the Office upon action of each of the parties.

Terms of Service

All members will serve at the pleasure of their appointed Commission/Council/Board during the duration of the intergovernmental agreement.

Attendance Policy

All Board members must be able to attend meetings regularly. When emergencies happen, Board members will communicate as soon as possible with the Office staff. Prior notice must be given to the Office staff if a planned absence occurs and if the appointed alternate from their participating County or City is available to attend a meeting and act as proxy. A Board member will no longer be able to serve on the Board if they fail to participate in any scheduled Board meetings for 90 days. The governing body of the participating County or City shall appoint a new representative from their elected body to serve on the Board. Notification of the appointments will be provided to the Office upon action of each of the parties.

Meetings

Public Meetings. The Board is a public body subject to the public meetings laws as stated in ORS 192.640. All meetings, other than executive sessions allowed by law, will be open to the public.

Administrative Support for Public Meetings. The Office shall establish a venue for the meetings, provide proper notice to members of the public, and prepare appropriate agenda background materials for the Board.

Notice. In addition to Board members, the Office will give notice of any meetings to interested persons and news media that have requested notice and general public notice, of the time and place for holding meetings.

Regular Meetings. The Board will meet monthly. Regular meetings may be canceled or changed to another specific place, date, and time as provided in the notices given for the meeting.

Special Meetings. Special Board meetings may be called by the Chair or any three members to the intergovernmental agreement when business needs to be transacted outside of the regular meeting schedule. Special meetings require public notice of not less than 24 hours prior to the commencement of the meeting.

Voting Members. The Chair will ask for the roll call of each party to the agreement at the beginning of the meeting to determine whether the representative, or alternate representative, will be a voting member for that party. In the event that both the representative and alternate representative are present, the representative will be the voting member.

Quorum. The majority of members to the Board will constitute a quorum for the transaction of all business at meetings.

Minutes. The Office will draft the minutes and distribute them to the Board for review and approval. Minutes will include the voting members present, other parties present, and will include motions, resolutions, and orders acted on by the Board during that meeting. The results of all votes shall be listed by each member of voting.

Agendas. Items may be placed on a meeting agenda by the Chair or any Board member. The agenda will be distributed by the Office at least 72 hours in advance of a regular meeting.

Public Comment. Each regular meeting will include an opportunity for public comment, discussion, and input by guests and the general public.

Officers

Chair. The Board Chair will act as the leader of the convened meeting and as a parliamentarian. The Chair will enforce Board directives, guidelines, and ensure that the

meetings are held in accordance with the bylaws adopted by the Board. The Chair will participate in agenda setting (with guidance from the full Board) with the Vice Chair.

Vice Chair. In the absence of the Chair, the Vice Chair will assume the Chair’s responsibilities. If neither the Chair nor Vice Chair is available for a publicly convened meeting, then the assembled quorum of the meeting shall select a temporary person to conduct the meeting.

Election of Officers. The Chair and Vice Chair shall be elected by the Board to serve in that capacity upon approval of the bylaws and serve until the last meeting of the calendar year. At the first meeting of each subsequent calendar year, the Chair and Vice Chair will be elected by the Board to serve in those capacities.

Advisory Committee

Description. The Office’s advisory committee will be comprised of 12-16 members appointed by the Board. Subcommittees may be created for efficiency. Members shall have subject-matter-expertise that align with the Office’s strategic plan priority goals to be determined by the Board. Each member of the Advisory Committee will serve a two-year term, following a vote by the Board. Initial terms will be staggered to ensure the entire committee does not change in one year. The advisory committee shall meet monthly or as directed by the Board.

Distinction from Governance Board or Board of Directors. The role of the advisory committee is to provide current knowledge, critical thinking, and analysis to increase the decision-maker’s understanding of the issues. The advisory committee is not a decision-making body.

Roles & Responsibilities. The responsibilities of the advisory committee are to assist the Board in achieving the goals of the Office’s strategic plan. These include:

- Provide input and recommendations on funding needs, partnerships, policy changes, and other actions that improve the homelessness service delivery system.
- Provide the Board with input on houselessness related legislation.
- Share information and identify emerging issues and trends within the homeless, recently housed, and at-risk of homelessness communities.
- Ensure that the Board is advancing goals, steering policy, and making informed decisions.
- Participate in and/or facilitate community engagement activities and events.

- Foster and promote cooperation between governmental agencies, community-based non-governmental non-profit organizations, and business interests to ensure the efficient and timely implementation of the Office’s strategic plan.
- Provide information regarding the needs and other factors affecting the smooth implementation of the plan.
- Determine roadblocks affecting program implementation and recommend corrective measures to the Board.

Membership Categories

- (1) representative from organizations with expertise in communications
- (1) representative from organizations with expertise in real estate
- (1) representative from Economic Development of Central Oregon (EDCO) and/or City Chamber of Commerce
- (1) representative from a faith-based organization
- (2) representatives from organizations that deliver direct services including case management, behavioral or mental health or addiction treatment
- (2) representatives from organizations that provide emergency housing/shelter services
- (1) representative from affordable housing developer
- (1) representative with lived experience
- (1) representative from federal or state land management agencies
- (1) representative from the medical system
- (1) representative from county or city law enforcement
- (2) at-large

Membership

- Appointed by the voting members of the Board with guidance from the non-voting members the Office, and the entity holding the Office.

Terms of Service

- Initial members shall serve staggered one- and two-year terms. Subsequent terms will be two years.
- There is no term limit.

Funds Granted through House Bill 4123

These funds will be managed by the Office. Per HB 4123, eligible use of funds is as follows:

- Hire staff.
- Communications & public engagement
- Community outreach and policy development
- Stipends for people with lived experience

- Technical assistance and capacity building including consultants.
- Other expenses necessary to meet requirements.
- If excess of funds available, eligible use:
 - To support the delivery of homeless services and shelters consistent with the Strategic Plan, including through contracts with service providers.

Budget

Review and provide input into the Office's budget on a yearly basis. As required by HB 4123, the participating County and Cities are to identify and set goals for addressing funding to support the Office's ongoing operations in the Office's five-year strategic plan.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: November 8, 2023

SUBJECT: Discussion and Consideration of Collaborative Agreement for Managed Camps

RECOMMENDED MOTION:

Provide staff direction as determined by the Board.

BACKGROUND AND POLICY IMPLICATIONS:

There has been much public discussion about the need for managed camps for people experiencing homelessness. Following a meeting Commissioner Adair had with the Governor and Mayors of Bend and Redmond, staff from the Governor’s Office reached out to County staff to work on a collaborative framework. The purpose of the collaborative framework is to outline the roles and responsibilities for each government related to establishing managed camps.

For Board discussion and input, attached is a draft framework developed by staff of the Governor’s Office, cities and Bend and Redmond, and Deschutes County.

BUDGET IMPACTS:

N/A.

ATTENDANCE:

Erik Kropp, Deputy County Administrator



****STAFF DRAFT****

October 30, 2023

We all have a mutual goal of working together to reduce the occurrences of homelessness and provide a path toward housing affordability and stability. Making progress in this goal will not only benefit the individuals and families experiencing homelessness but also the broader community. Central Oregon has a large number of people experiencing homelessness who live outside. For a variety of reasons, many of these people will not enter the shelter system.

Central Oregon has a need for non-traditional shelter options to address the crisis of unsheltered homelessness.

It is incumbent upon the Governor’s Office, Deschutes County and the Cities of Bend and Redmond to collaborate, communicate, and understand the expectation of each other’s roles and responsibilities. In light of these goals and objectives, these four agencies agree to the following:

Governor Kotek’s office:

- As the primary leader in steering policy and state departments, the Governor’s Office will assist with identifying state-owned land for safe park sites and alternative outdoor shelter facilities - removing barriers when appropriate; prioritizing requests for current or future state resources; as well as providing regional and state leadership when necessary.

Deschutes County:

The County supports the development of authorized camping spaces, including safe parking and managed outdoor shelter facilities. The County will take the lead to contract with a service provider(s) to establish and operate a managed outdoor shelter facility/facilities. The managed outdoor shelter facility will operate using best practices, including supported services. County investments will be based on available County funds. Contracts to operate facilities may be of limited duration due to lack of sustainable funding.

The Cities of Bend and Redmond:

- At the local level, cities are responsible for basic services such as public safety, infrastructure and land use. In the area of homelessness, Bend and Redmond will be a partner to the State and Deschutes County for investments in infrastructure and one-time capital funding to assist with the development and buildout of safe park sites and alternative outdoor shelter facilities, particularly on publicly controlled land (including partnerships with federal agencies such as BLM and the Forest Service). Both cities will also continue to promote an increase in affordable housing through their core services of land use and infrastructure and other related programming efforts.

This Collaborative Agreement represents our commitment to one another to bring our best thinking, a team-oriented approach to delivering results, and an urgency to our housing and homelessness crisis. By signing this Agreement, we each demonstrate our support for these priorities, our individual roles, and the need for ongoing coordination and collaboration to meet the needs of our communities.

Tina Kotek
Governor
State of Oregon

Who??
Deschutes County Board

Melanie Kebler
Mayor
Bend, Oregon

Ed Fitch
Mayor
Redmond, Oregon