



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, MAY 10, 2023

Barnes Sawyer Rooms - Deschutes Services Bldg

(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 from a computer, copy and paste this link: 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.

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 to authorize the County Administrator to sign a Notice of Intent to Award a contract for electronic monitoring services
2. Approval of Minutes of the April 28, 2023 BOCC Legislative Update Meeting
3. Approval of April 3 and 5, 2023 BOCC meeting minutes

ACTION ITEMS

4. **9:10 AM** Letter of Support for the Deschutes County Justice Reinvestment Preliminary Formula Grant Application for the 23-25 Biennium
5. **9:20 AM** Bicycle and Pedestrian Advisory Committee Annual Report
6. **9:45 AM** Public Hearing to take testimony on proposed amendments to Deschutes County Code regarding a multi-year option for dog licenses and an exemption from license fees for assistance animals, and consideration of Board action to conduct first and second reading and emergency adoption of Ordinance No. 2023-008 to effect these changes
7. **10:05 AM** Intergovernmental Agreement with the US Forest Service to fund the Oregon Living With Fire Program
8. **10:15 AM** Amendment to Memorandum of Understanding with Oregon Living With Fire
9. **10:25 AM** Consideration of request to rename Pronghorn Club Drive as Juniper Preserve Drive
10. **10:35 AM** Resolution No. 2023-023, allocating \$36,675 of contingency within video lottery to grant programs

- [11.](#) **10:40 AM** Deliberations: Plan Amendment and Zone Change to approximately 93 acres located east of Bend between Neff Road and Highway 20

OTHER ITEMS

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

EXECUTIVE SESSION

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

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

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

ADJOURN



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 10, 2023

SUBJECT: Notice of Intent to Award a contract for electronic monitoring services

RECOMMENDED MOTION:

Move approval of authorization for the County Administrator to sign Document No. 2023-456, a Notice of Intent to Award a contract for electronic monitoring services.

BACKGROUND AND POLICY IMPLICATIONS:

The Community Justice Department manages the contract for electronic monitoring services in Deschutes County. The County uses electronic monitoring for three distinct client populations (pre-trial and unsupervised sentenced adult clients; supervised adult parole and probation clients; and supervised juvenile clients). The County considers electronic monitoring a resource for individuals for whom it is an effective deterrent to alcohol use (if applicable), criminal behavior or further victimization. The current contract is set to expire on June 30, 2023.

On February 10th, 2023. the County issued a Request for Proposals (RFP) from responders willing to contract as a provider for services and equipment as described in Deschutes County Electronic Monitoring Services RFP 2023-022. Deschutes County received one proposal from Vigilnet America, LLC. A review panel consisting of staff from Community Justice, Deschutes County District Attorney’s Office, Deschutes County Circuit Court and Deschutes County Sheriff’s Office reviewed and scored the proposal based on the guidelines outline in the RFP documents. Ultimately the panel and the department determined that they would like to move forward with the proposal from Vigilnet America, LLC. The intention will be to enter contract negotiation and award a contract with a start date of July 1, 2023.

BUDGET IMPACTS:

The County anticipates entering into a two-year contract with Vigilnet America, LLC with a not to exceed amount of \$350,000. The contract may be renewed up to a total of five years.

ATTENDANCE:

Trevor Stephens, Business Manager, Community Justice

May 10, 2023

NOTICE OF INTENT TO AWARD CONTRACT

On February 10th, 2023 Deschutes County Community Justice issued a request for proposals from proposers who are willing to contract as a provider for services and equipment as described in Deschutes County Electronic Monitoring Services RFP 2023-022. Ultimately the panel and department determined that they would like to move forward with the proposal from Vigilnet America, LLC. The intention will be to enter contract negotiation and award a contract with a start date of July 1, 2023.

This Notice of Intent to Award Contract is issued pursuant to Oregon Revised Statute (ORS) 279B.135. A copy of this Notice of Intent to Award is being provided to the firms or individuals that submitted a proposal for this service. Any firm or person who believes that they are adversely affected or aggrieved by the intended award set forth in this Notice, may submit a written protest within seven (7) calendar days after the issuance of this Notice of Intent to Award to the Board of County Commissioners of Deschutes County, Oregon, Attention Legal Counsel, 1300 NW Wall Street, Bend, OR 97703. **The seven (7) day protest period will expire at 5:00pm on May 17th, 2023.**

Any protest must be in writing and specify any and all grounds upon which the protest is based. If a protest is filed, a hearing will be held no sooner than 1:00pm on May 31st, 2023, before the Board of County Commissioners of Deschutes County, Oregon, acting as the Contract Review Board, at Deschutes County Services Center, 1300 NW Wall St., Bend, Oregon, 97703.

If no protest is filed within the protest period, this Notice of Intent to Award Contract becomes an authorization to enter contract negotiations and to award a contract to the above named provider without further action by the Board of County Commissioners unless the Board, for good cause, rescinds this Notice before the expiration of the protest period. The successful proposer will enter into contract negotiations with Deschutes County Community Justice and will be required to provide applicable certificate(s) of insurance.

If you have any questions regarding this Notice of Intent to Award Contract, or the procedures under which the County is proceeding, please contact Deschutes County Community Justice Business Manager at 541-330-8261.

Sincerely,

DESCHUTES COUNTY, OREGON

Nick Lelack, County Administrator



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 10, 2023

SUBJECT: BOCC Letter of Support for the Deschutes County Justice Reinvestment Preliminary Formula Grant Application for the 23-25 Biennium

RECOMMENDED MOTION:

Move approval of Chair signature on a letter communicating the Board’s support for the Oregon Justice Reinvestment Program preliminary formula grant application.

BACKGROUND AND POLICY IMPLICATIONS:

House Bill 3194 was passed by the Oregon Legislature as a means to control ever increasing prison growth by investing in local criminal justice systems. The funding started in the 13-15 biennium and the Oregon Legislature has continued to fund this grant program. Deschutes County through collaboration with LPSCC agencies has applied for and received the grant funds every application cycle and is applying for funds for the 23-25 biennium. The grant this year consists of a preliminary grant application for formula funds and will follow with a secondary application process that includes victim’s services, a program budget and the competitive grant funding application.

Justice Reinvestment has focused on two major goals. First, safe prison bed reduction for individuals with prison eligible drug, property and driving crimes. Second, reduction in recidivism for clients on supervision for JRP eligible crimes. While doing this the focus has also been on ensuring public safety and holding clients accountable. Funding requested for the 23-25 biennium will be used to sustain the work we have been doing which has shown some impacts for both prison utilization and recidivism reduction. Deschutes County Justice Reinvestment Program is designed for clients who receive a Downward Departure sentence in lieu of prison or who release from prison early on Sort-Term Transitional Leave (STTL) or Alternative to Incarceration Program (AIP). The JRP program aims to safely and effectively supervise clients in the community based on their criminogenic risk and needs. In addition to supervision, clients receive risk and needs assessments, case management with an emphasis on structured skill building and support for cognitive-based therapy. We also work to connect clients to treatment based on their risk needs profile and help reduce basic needs barriers such as housing and transportation. Our program has been working closely with the District Attorney’s office over the years and more recently we have worked with the Sheriff’s office on a pre-trial component.

We are requesting authorization for chair signature on a letter of support from the Board for the preliminary grant application. The application is attached and has been reviewed and approved by LPSCC.

BUDGET IMPACTS:

A budget has not been released in terms of the amount of funds available for Deschutes County. This will be available once the legislative session has concluded. We are anticipating a similar allocation as last biennium. For the 2021-2023 biennium we received \$1,563,762 for FTE and services connected to formula funding. This did not include supplemental and other competitive funds.

ATTENDANCE:

Trevor Stephens, Business Manager (Community Justice)



BOARD OF COUNTY COMMISSIONERS

May 10th, 2023

Oregon Criminal Justice Commission

885 Summer St. NE

Salem, OR 97301

Oregon Criminal Justice Commission,

On behalf of the Deschutes County Board of Commissioners, I would like to convey our support for the FY 23-25 Justice Reinvestment Preliminary Formula Grant Application submitted by Deschutes County Community Justice. We are excited that Deschutes County is part of the efforts to meet the goals of Justice Reinvestment and understand the collective effort that is required by our community partners and local agencies.

We are happy with the current progress that has been made. We support the efforts to sustain and build on the JRP program model.

Anthony DeBone
Chair
Deschutes County Board of County Commissioners

**Deschutes County Justice Reinvestment
Grant Application
Formula Grant
Due May 25th, 2023**

1. Cover Sheet

- a. LPSCC Chair Contact Information
- b. Applicant Contact Information
- c. Fiscal Contact Information

2. Consultation of Data Dashboards

- a. If your county has seen an increase in prison usage over the past 12 months or if your prison usage is above your historic baseline, please identify local factors that may be contributing to the rise in prison usage.
 - i. Link to CJC
 - ii. Over the past 12 months, Deschutes County prison usage has leveled out after a slight increase for JRP eligible crimes. As of March 2022, we were at 1185 months, reached the high point in October 2022 at 1499 and are currently at 1439 months as of the most recent data available in March 2023. Over the past year, many pandemic-related impacts and backlogs to the Court and District Attorney have begun a return to pre-pandemic operations, likely affecting the increase in prison usage. However, overall we remain 17% below our three-year baseline of 1722 month.
- b. If your county has seen an increase in recidivism (incarceration) during the last year of available data or if recidivism has risen since 2013, please identify local factors that may be contributing to the rise in recidivism.
 - i. Link to CJC
 - ii. Deschutes County's most recent cohort recidivism rate in terms of incarceration is less than pre-JRP rates from 2014. We continue to watch our recidivism rates and have been working to implement supervision techniques and skills that research shows directly affects a client's likelihood to recidivate. We continue to use Cognitive Behavioral Therapy (CBT) in the form of MRT with our male clients and we are finishing a technical assistance grant that specifically looks at our female clients and the types of CBT services we can offer. Our Parole and Probation Officers (PPOs) also utilize core correction practices, Carey guides, and other skills based intervention in order to address specific criminogenic risks and needs of our clients.

- c. How does your entire Justice Reinvestment Grant Program contribute to the reduction of racial disparities (see dashboard), or disparities affecting other historically underserved communities?
 - i. Link to CJC
 - ii. Our JRP program contributes to the reduction of racial disparities or disparities affecting other historically underserved communities by its emphasis on effective and balanced supervision, adherence to the risk, needs, responsivity principles, and maintaining manageable caseload sizes for quick, consistent and fair responses to client behaviors and needs. First among these is supervision based on validated risk and needs assessment. During this assessment and the first few office visits the goal is to build rapport and trust so clients are willing to share who they are, what is important to them, and their frame of reference including lived experience within as people with racial, ethnic and gender identities. This allows us to identify and connect them with potential services that may be able to meet some of their responsivity needs for their personal identity. Since 2020, we have utilized a community-based advisory committee to help inform and provide feedback on different process and services that we are able to offer. Out of this committee, we have connected with a community-based organization known as the Father's Group to start the Bridge program and are currently creating a pilot partnership with another community-based organization First Light to provide culturally responsive substance use recovery support. Both of these programs aim to provide culturally responsive support services for our clients based on their individual identity and community needs. We have also recently collaborated with the District Attorney to utilize JRI capacity grant funding to build an equity plan for our departments, starting from needs and priorities identified in our community advisory committee, which will have a direct impact on the JRP program as a whole.

3. Proposed Grant Program

- a. Program Name: **Deschutes County Justice Reinvestment Program (JRP)**
- b. Was this program a part of 21-23 Justice Reinvestment funded program?
 - i. Yes
- c. What type of program is this?
 - i. Downward Departure
- d. Briefly describe the proposed program and its purpose (in three lines or less).
 - i. Deschutes County Justice Reinvestment Program is a collaboration between the Circuit Court, District Attorney's office, Parole & Probation and the state of Oregon to reduce prison utilization and recidivism while maintaining accountability and public safety with prison-eligible individuals who are supervised in the community in lieu of prison. We utilize treatment, housing, cognitive behavioral therapy, reduction of

barriers, targeted interventions and sanction in order to accomplish this purpose. Program areas include identifying eligible candidates, conducting high quality assessments, and providing effective community supervision in accordance with core correctional practices that incorporate the principles of risk, needs, responsivity and fidelity.

- e. Which of the goals of the Justice Reinvestment Grant Program does this program meet?
 - i. Reduce prison usage while protecting public safety and holding individuals accountable.
 - If it reduces prison usage, briefly describe how below.
 - a. Deschutes County created JRP to address the major goals of the Justice Reinvestment Initiative. Our prison usage based on the Criminal Justice Commission’s JRI dashboard for property, drug, and driving clients demonstrates success in meeting the some of the prison reduction goals. In FY23-25, we propose to continue the activities that have thus far served the county successfully and we will look at modifications/refinements that will help ensure continued success.
 - b. JRP will continue using the defendant assessment report to screen prison eligible defendants and will coordinate with the Downward Departure DA to assess client’s viability for the program. There is no specific score or criminal history factor that automatically eliminates someone -- our goal is to take a broad look at each defendant’s individual situation and provide that to the Court which makes the final decision. The defendant assessment reports looks at criminogenic risk, needs, and responsivity. It also take into account the client’s stage of change and supervision history.
 - c. Once in JRP clients receive supervision based on their criminogenic risk and needs, which can include intensive supervision, increased office and home visits, specialized parenting, employment, housing and/or culturally specific needs and cognitive interventions with PPOs. PPO’s provide creative and consistent responses to violations including effective use of disapproval, verbal/written reprimands, community services, increased reporting, electronic monitoring, work crew, increased UA’s, and jail. PPOs can also access a small, but flexible funding resource to provide basic needs assistance such as bus passes, DMV identification help, or other resources that will help the client in meeting their case plan and behavioral change plan

goals. Finally, medium or high-risk JRP clients based on the LS/CMI are enrolled in in-house cognitive behavioral treatment (CBT) services. These programs are evidence-based and require a minimum of 16 weeks to complete.

- d. In addition, PPOs also utilize motivational interviewing, core correctional CBT tools such as Behavior Chains and Problem Solving, Carey Guides, and other evidence-based techniques during office visits. PPOs have been trained by the University of Cincinnati (UCI) in the use of Core Correction Practices (CCP) and have been undergoing technical assistance from UCI with the implementation of CCP into case planning and office visits. The Parole & Probation department created a new Core Correctional Practices instructor team specifically to provide ongoing coaching and support to raise the level of competency and use of such practices across caseloads. PPOs use a continuum of sanctions such as effective use of disapproval, work crew, written reprimand, verbal reprimand, increased urine analysis requirements, increased reporting and jail. They also provide transportation assistance, treatment referrals, treatment funding, sober housing, transitional housing, mental health referrals, and other services to address public safety and client accountability. The goal is to maintain a high level of contact frequency, which has proven to help to reduce recidivism.
- e. JRP supervision differs from traditional supervision, as there is more oversight due to smaller caseloads as well as specific funding and support of programs through the JRI formula grant that provide for basic needs assistance and critical resources and support.

ii. Reduce recidivism while protecting public safety and holding individuals accountable

- If it reduces recidivism, briefly describe how below.
 - a. Deschutes JRP will supervise clients based on their risk and needs level, and from there will provide core correctional practices, which includes structured skill building. JRP will continue to refer to outside providers for treatment. We will continue basic need supports and barrier reduction resources such as housing, DMV Ids, transportation, and more. We plan to continue the success of our cognitive-based programing and we will continue to look at options

which will include treatment readiness for pre-contemplative individuals, and gender-specific criminal thinking, risk reduction and criminogenic needs curricula.

- b. We will continue to invest in small caseloads for those high-risk downward departure clients, which may include intensive supervision, sober housing, transitional housing, substance use disorder treatment support, and transportation assistance when applicable.
- c. We will continue to support local treatment providers to ensure their service offerings are evidence based and directly work to help reduce recidivism.
- d. The JRP will continue to address public safety concerns inherent in early release or downward departure supervision by emphasizing accurate and early assessment, ensuring basic needs are met, case management based on risk and needs, frequent contact to monitor for compliance and safety concerns, random urine analysis testing, and access to cognitive-based and other treatment needs.

f. Target Population

- i. Gender Identity
 - Men, Women, Non-binary.
- ii. Race/Ethnicity
 - All
- iii. Other Historically Underserved Community's
 - All
- iv. Risk Level
 - Medium and High
- v. Which crime types does this program serve?
 - Driving Offenses (generally ORS chapters 811, 813)
 - Property Offenses (generally ORS chapters 164, 165)
 - Drug Offenses (generally ORS chapters 471, 475)
 - Other: We take a look at all STTL and AIP candidates and if we can safely place them in the community, we will accept them regardless of crime type.

g. Which, if any assessment does this program use?

- i. PSC
- ii. LS/CMI
- iii. WRNA
- iv. TCU
- v. URICA

h. Briefly describe how the above assessments are used in your program.

- i. If the client starts in our pre-trial program, they will have a VPRAI assessment and likely a Defendant Assessment Report, which includes PSC, LSCMI/WRNA, URICA, and TCU. Assessors will also provide narratives about past supervision and other criminal history information.
 - ii. Once clients enter supervision we utilize PSC and LSCMI/WRNA to determine caseload placement and level of supervision, as well as top criminogenic needs on which to focus case management
- i. Has this program received a Corrections Program Checklist or the George Mason University Risk-Need-Responsivity Evaluation in the last 10 years?
 - i. The entire program has not, but specific aspects of the program have.
 - ii. Most recently, our internal MRT program underwent the George Mason review in December of 2022. We received a score indicating high adherence to evidence based practices, with no major structural changes recommended.
 - iii. In addition, one of our main contracted treatment providers has passed a CPC assessment in the last five year.
- j. Does this program provide culturally responsive services as defined in SB 1510 (2022)?
 - i. Yes.
 - ii. If yes, briefly describe below.
 - Deschutes County envisions a future where all individuals on community supervision have access to culturally responsive supervision, treatment and resources in a manner that, based on self-defined racial and ethnic identity, supports each person’s resilience, integrity, wellness and success. Like all people, individuals on community supervision perceive their own identity in a variety of ways; those identities are also perceived by others and influence the quality of individuals’ lives. In the criminal justice system, racial and ethnic identity is key to acknowledge and address. Oregon, like all states, struggles to accurately collect racial and ethnic identity data and has an overrepresentation in its criminal justice system of individuals from our Black, Native American, and Hispanic communities. We see this disparity in Deschutes County in recent data (2015-2019): Black men, Hispanic men and Native American men (and Native American women in some areas) make up a higher percentage of those on supervision compared to the general demographic profile of Deschutes County. Currently approximately 10% of individuals on community supervision are identified within information systems as Black, Indigenous, Latinx and Asian. We are cognizant that

even more individuals may self-identify as such, as illustrated by the Criminal Justice Commission's 2015 analysis that 15% of DOC adults in custody were erroneously identified as white using observed instead of self-identified racial and ethnic identity designation. While numbers can fluctuate from year to year due to smaller statistical samples, a six year data set (2014-2020) provided by the Department of Corrections identified the following disparities in the Deschutes County supervised population: individuals identified as Black are slightly more likely than those identified as white to receive a jail sanction once on community supervision. Those identified as Native American are significantly more likely than those identified as white are. Those identified as Asian/Pacific Islander and Latinx are slightly or significantly less likely than white counterparts. Individuals identified as Black and Latinx appear to be supervised more intensively due to either overrides or remaining at original risk levels than their counterparts. Those initially assessed as low risk are more likely to be overridden to a higher supervision level than their counterparts are, and those initially assessed as high risk are more likely to stay supervised at high-risk level than others are.

- Further, the relative small number of Black, Native American, Hispanic and Asian/Pacific Islander clients in our system does not diminish our obligation and desire to address disparity in treatment or outcomes. Disparity can happen to individuals no matter how large their number of a specific population - for example, failing to provide information or communication in the language a person understands, or providing treatment to a person without knowledge or sensitivity to their cultural orientation and frame of reference. Deschutes County strives to understand and interrupt racial and ethnic disparity where it occurs and within our scope of control. One of the biggest tools in our toolbox for this work includes culturally responsive services and supports.
- We do this in several ways. First, is our commitment to thorough risk and needs assessment within the first days and weeks of probation or STTL supervision using tools validated in the state of Oregon and conducted in a manner that fosters trust and a collaborative professional relationship with justice-involved individuals. This supports justice-involved individuals to share who they are, including cultural or linguistic backgrounds and needs, and lived experience within and related to their individual social identities. Once we begin working with individuals, their

responsivity needs become clearer, including whether culturally specific treatment, services or supports would be an appropriate step to meet the needs of supervision plans and life goals. Currently we operate several JRP-supported culturally specific programs through collaborative partnerships and agreements. These include the Bridge Program, a partnership with a community based organization The Father’s Group, a Black-led, collaborative and cross-cultural group working in various community spaces such as education, business and social services to support community connection and wellness for all who call Central Oregon home. The Bridge Program is offered currently to men who identify as Black, Latinx, Indigenous, Asian and people of color to provide sponsorship, mentorship, community-based services and supports. Another culturally responsive service area is a pilot project with First Light Peer Support Services to provide culturally appropriate peer support to individuals and families who are transforming their lives and relationships within recovery using a community-focused framework. Using three “poles of support” – culture, community and connection, First Light centers the lived experience, community and identity of men and women from marginalized cultural communities and creates connection and supports grounded in community. This project is filling an exciting and necessary service gap in Central Oregon – one that understands individual substance use recovery and sobriety require individuals to connect with community and purpose larger than one’s self; and understands that men and women from marginalized communities require culturally specific support and belonging to thrive. Both the Bridge Program and First Light work with clients on downward departure and short-term transitional leave for JRP- and other crime types.

4. Eligibility Requirements

- a. Does the county consider and accept short-term transitional leave candidates as appropriate?
 - i. Yes
- b. Does the county or county partners provide assistance to clients enrolling in the Oregon Health Plan?
 - i. Yes

5. Planning and Implementation

- a. Describe the collaborative partnerships in place that will support the county’s performance and progress toward the goals of Justice Reinvestment.

i. Deschutes County’s JRP program is built on the foundation of multiple collaborative partnerships that support the work at individual, community, organizational and systemic levels. Individually, staff, supervisors and justice-involved individuals on the front lines do the work. Staff build professional relationships, provide opportunities to learn and change behaviors alongside individuals on supervision, and not just hold individuals accountable but teach individuals what personal accountability can mean for their success and wellness. Together, every new job obtained and kept, each day of sobriety maintained or every setback experienced tell the story of how we are doing. This becomes known at the community level. Families, friends and employers share what is happening when their loved one returns from prison, or stays in the community. The Parole & Probation division continues its two-year long Community Conversation (see below), checking in monthly with community members from different sectors and sharing experiences of the justice system within marginalized communities. At the organizational level, Parole & Probation, the District Attorney’s Office, and the Deschutes County Jail are in routine contact on JRP programming whether through specific cases, or administrative and project-level coordination and collaboration (for example pretrial coordination or Defendant Assessment process, or Equity Planning). Our mutual successes rely on the strengths of this partnership. At the systemic level, the Local Public Safety Coordinating Council provides oversight and parameters to our program by reviewing and approving plans and program reporting, understanding the impact on recidivism, prison utilization, public safety and behavior change that JRP has had, and keeping abreast of changes in laws, regulations and trends that impact our work.

6. Input of Historically Underserved Communities and Partners

- a. Yes
- b. How does the county include the input of historically underserved communities and community partners in the operation and/or periodic review of the programs proposed for Justice Reinvestment funding?
 - i. Deschutes County has facilitated a dynamic and committed community-based partnership and advisory committee called the Community Conversation group for the past two years. The group is comprised of six community members who come from and advocate for marginalized cultural, racial, and ethnic identity communities, as well as four county staff members. Using a semi-structured facilitation model called a restorative practice circle, the group meets monthly to build relationships and trust between community and justice system; reach common understanding about current JRP and other community justice programming and outcomes; share known racial and ethnic disparities for

Deschutes County residents in key criminal justice areas; and identify needs and gaps preventing success in order to inform future strategies and resource investment. The culturally responsive services and support program The Bridge Program described above was created through conversation, collaboration and identification of needs that occurred in this space. Likewise the pilot program for First Light described above, resulted from work and support we created together with community members in the group. Currently the group is shepherding the creation of an Equity Plan funded by the JRI Capacity Grant. That plan, starting from the work of the Community Conversation, will assist us to collectively create the next needed steps to interrupt and eradicate racial and ethnic disparities in our county’s justice system. Fundamentally, the Community Conversation has become a space for justice professionals to listen and learn what the justice system “is” and how it is experienced by those most affected. It has increased trust, innovation, equity and effectiveness at policy, program and individual case levels and we will continue to meet, grow and meet new challenges as they emerge.

7. Victim Service Providers Selection

- a. How does the County intend to select which victim service providers in the community to award funds?
- b. Will the county run a competitive process?
 - i. Yes
- c. If the county will run a competitive process, please briefly describe the process below.
 - i. We will release a request for grant proposals. A committee from LPSCC will be formed. This committee will review these grant proposals and make a recommendation to LPSCC on how to split the award based on percentages of the 10%. We will utilize the framework released by CJC in terms of what they will want for the Victim’s Services Providers for the request for grant proposals.

8. Evaluation Plan

- a. Indicate how your LPSCC intends to meet the evaluation portion of your proposal.
- b. Note: the application for the Evaluation Plan will be due in September.
 - i. Remit 3% of awarded funds to the CJC’s statewide evaluation budget.
 - ii. Do you have a suggested research topic for the CJC to study? (Optional)
 - Ask LPSCC

9. 2023-25 Competitive Grant

- a. In 2017, House Bill 3078 created a competitive grant to support downward departure prison diversion programs. Funding figures for this grant will be released at a future date once the legislature has appropriated funding. At this stage in the process, we just need to know if you intend to apply for this grant.
- b. Note: The application for the Competitive Grant will be due in September.
- c. Would you like to apply for this optional grant?
 - i. Yes

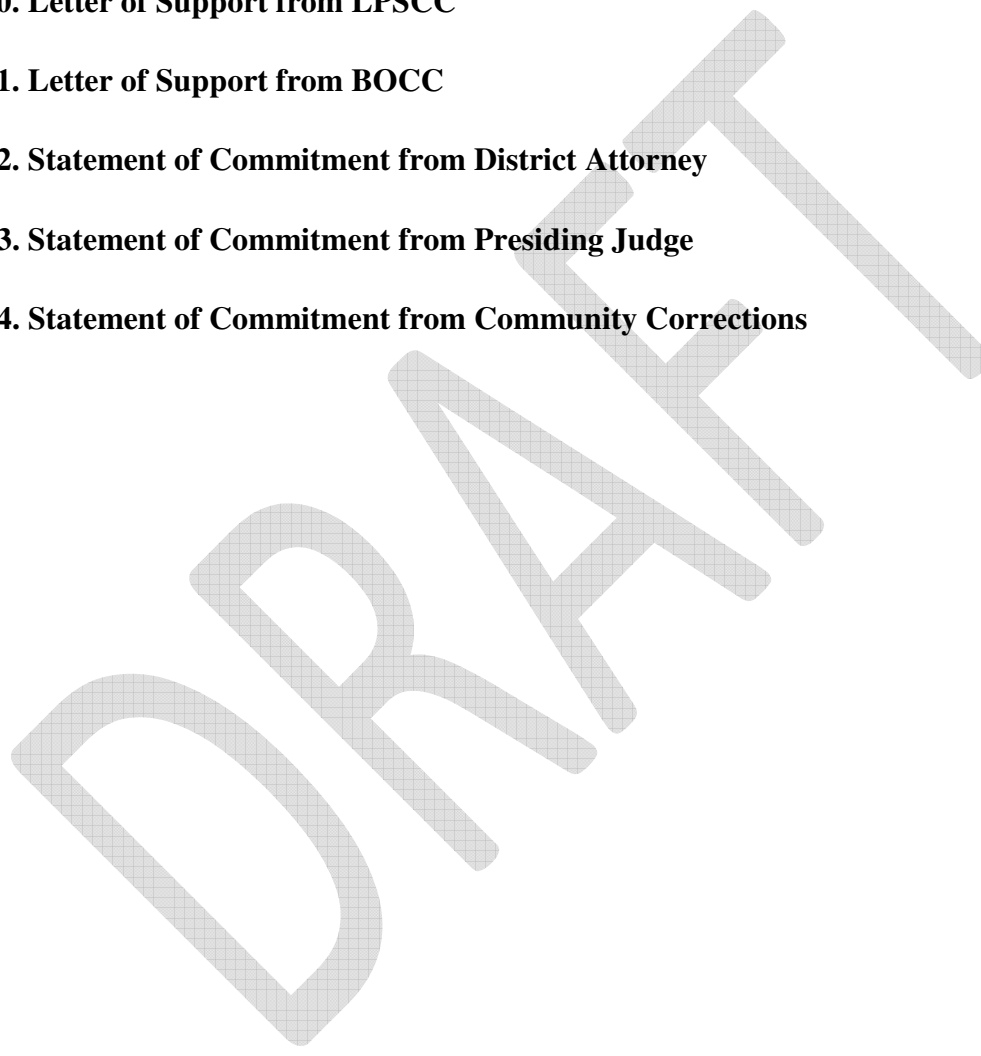
10. Letter of Support from LPSCC

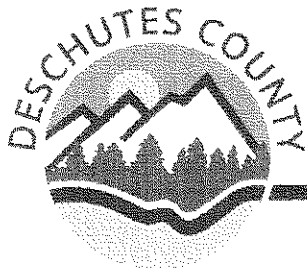
11. Letter of Support from BOCC

12. Statement of Commitment from District Attorney

13. Statement of Commitment from Presiding Judge

14. Statement of Commitment from Community Corrections





PUBLIC SAFETY COORDINATING COUNCIL

- Wells Ashby, Chair**
Presiding Judge
- Nick Lejack, Vice Chair**
County Administrator
- Janice Garceau**
County Health Services Director
- Thomas Spear**
Attorney at Law
- Anthony Broadman**
Bend City Council
- Sara Crosswhite**
911 Service District Director
- Christopher Seber**
OSP Area Commander
- Roger Olsen**
NAMI Central Oregon
- Phil Chang**
County Commissioner
- Deevy Holcomb**
Community Justice Director
- Angie Curtis**
Trial Court Administrator
- Stephen Gunnels**
District Attorney
- Joseph Mabonga**
Oregon Youth Authority
- Shane Nelson**
Deschutes County Sheriff
- Mike Krantz**
Bend Police Chief
- Devin Lewis**
Redmond Police Chief
- Keith Witcosky**
Redmond City Manager
- Gil Levy**
Citizen Member
- Donna Mills**
Citizen Member
- Erin Taylor**
Citizen Member
- Mike Womer**
Sunriver Police Chief
- Jason Van Meter**
Black Butte Police Chief

May 2, 2023

Oregon Criminal Justice Commission
 885 Summer St. NE
 Salem, OR 97301

Oregon Criminal Justice Commission,

On behalf of the Deschutes County Local Public Safety Coordinating Council, I would like to convey our approval and support for the FY 23-25 Justice Reinvestment Grant Application submitted by Deschutes County Community Justice. The grant is the efforts of a close partnership between our stakeholders and we are excited to continue with our program that has helped us meet the goals of Justice Reinvestment.

Sincerely,

The Honorable Wells Ashby,
 Chair Local Public Safety Coordinating Council



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 10, 2023

SUBJECT: Bicycle and Pedestrian Advisory Committee Annual Report

BACKGROUND AND POLICY IMPLICATIONS:

The mission of the Deschutes County Bicycle and Pedestrian Committee (BPAC) is to promote and encourage safe bicycling and walking as a significant means of transportation in Deschutes County. The committee serves to advise Deschutes County and the cities of Bend, LaPine, Redmond, and Sisters, as well as the Oregon Department of Transportation.

This presentation will provide an overview of BPAC’s activities during 2022 and will present the Safe Sidewalk Awards.

BUDGET IMPACTS:

None

ATTENDANCE:

Tanya Saltzman, Senior Planner
Dave Thomson, BPAC Chair



Bicycle & Pedestrian Advisory Committee

MEMORANDUM

TO: Board of County Commissioners

FROM: Bicycle and Pedestrian Advisory Committee (BPAC)

DATE: May 10, 2023

SUBJECT: BPAC Annual Report

I. Overview

The mission of Deschutes County Bicycle and Pedestrian Committee (BPAC) is to promote and encourage safe bicycling and walking as a significant means of transportation in Deschutes County. The committee serves to advise Deschutes County, the cities of Bend, LaPine, Redmond, and Sisters, as well as the Oregon Department of Transportation.

BPAC is comprised of 13 volunteer citizen members with regional representation from across Deschutes County. The committee holds monthly meetings to discuss current bicycle and pedestrian projects and programs, provide input, and advise local agencies concerning bicycling and walking interests and priorities. BPAC meetings are open to the public and include agency representatives as non-voting participants.

II. Safe Sidewalk Awards

BPAC created the Safe Sidewalks Awards in 2006 to recognize those businesses and property owners who go beyond the legal requirements to remove snow, ice and debris from sidewalks. This year we received numerous submissions in response to our call for nominations and are honored to present Safe Sidewalks Awards to the following individuals and organizations:

- Owen Brand, Bend
- Newport Ave Market , Bend
- Brian See, Bend
- Stahancyk, Kent & Hook Family Law, Bend
- Joseph Therrien, Bend
- Technology Design Associates, Bend
- Nate Lund, Bend
- Thomas Stewart, Redmond
- Joanne Bulley, Bend

III. Committee Focus Areas

DESCHUTES COUNTY TRANSPORTATION SYSTEM PLAN (TSP) UPDATE

Our TSP subcommittee has been working with county staff and their TSP update consultant since the project started in 2021. Our goal is for the revised TSP to adopt a strategic vision for the future of active transportation in the county, including a significant focus on bicycling and walking as key transportation options as well as recreational activities.

A prioritized list of over 20 regional connections and recreational connections was included in the county's online TSP open house last December. The core of these projects is to connect all the cities and smaller communities in the county with paths that allow people to bike safely between them. Locations like state parks and other recreation areas would also be connected in this network.

We hope the commissioners will adopt a transportation system plan in 2023 that highlights strong goals for walking and bicycling elements in the plan overview and includes the prioritized list of regional and recreational connections. We believe federal and state greenhouse gas reduction goals will continue to drive additional funding for active transportation projects and having these connections identified and prioritized in the transportation plan will position the county to leverage that funding.

CENTRAL OREGON BICYCLE AND PEDESTRIAN SUMMIT

Last September BPAC held our first Bicycle and Pedestrian Summit since 2019. The event in Redmond drew over 30 attendees from around the region as well as members of the Oregon State Bicycle and Pedestrian Advisory Committee and media representatives.

Topics discussed included Active Transportation and Health, e-Bikes: Opportunities and Challenges, Safe Routes to Schools, Equity in Transportation, and Active Transportation Planning. We also had a roundtable with representatives from Central Oregon communities sharing information on bicycle and pedestrian improvements in their areas.

We plan to present the 10th edition of the Summit in September.

E-BIKE OPPORTUNITIES AND ISSUES

The rules and laws for e-bikes are confusing: Thirty-seven states and the federal government have adopted a 3-class system for e-bikes while Oregon has not. E-bikes can be ridden anywhere on Oregon's roads, streets, and paths that a bike can be ridden except sidewalks but riders must be 16 years old. Every land management agency in our area has different rules for where e-bikes can be ridden.

So even though there is no agreement about exactly what e-bikes are, who can ride them, and where they can be ridden, the use of e-bikes is exploding and the state and some cities are providing rebates to encourage their use. At the same time, they provide a new and exciting form of inexpensive and low-impact transportation. We can expect growing use and continued confusion.

TRANSIT HUBS AND MULTI-MODAL CONNECTIVITY

Cascades East Transit (CET) is the regional public transportation provider for Crook, Deschutes, and Jefferson counties as well as the Confederated Tribes of Warm Springs. Services include fixed routes within the City of Bend, Community Connector routes with connect cities throughout the service area, and Dial-A-Ride services throughout six cities. These services allow riders to easily transition between bicycling and walking to utilizing transit in order to make those longer trips. Over the past year, CET has focused on making new and improved connections as well as planning for multi-modal mobility hubs.

One such connection was the addition of a new route, Route 25, which connects residents of Crooked River Ranch to medical, shopping, and employment opportunities in Redmond. This route has proven to be crucial to many senior residents who rely on the service to do their shopping and get to medical appointments. Another improved connection was the relocation of the Deschutes River Woods stop to a more centralized and safer location that has seen higher ridership and satisfaction with the stop.

Mobility hubs will be strategically planned locations where all modes of transportation can come together to ensure individuals traveling without a car have a means of completing their trips. These hubs would include bus stops for multiple routes, shared and public bike parking, ride share parking, and wayfinding as well as other amenities. These hubs will facilitate connections for transit riders to other modes of transportation for their first or last mile and serve as centers for mobility.

BIKE SHARE

Bend began an e-bike share agreement with Bird Bikes in 2022. They have 250 bikes in the program with about 150 bikes in operation on any given day. With almost 26,000 trips averaging 1.34 miles, this program has avoided the release of 3.6 tons of CO2. Bike rental cost is about \$27/hour which makes it much more expensive than bike rentals at local bike shops so it serves a different type of customer. About 11% of rides are daily commutes—people who ride every day, at the same time, using the same route. Discounts are given to people with low incomes and that program is growing. The Bird Bikes will be back on the street on May 12 this spring.

Bend is working with local businesses to identify the best bike parking areas and ;has installed 120 public bike racks. In 2023 credits for parking bikes in designated areas should help keep bikes corralled. For 2024, they are applying for a carbon reduction grant which will be used to add Mobility Points/Hubs close to affordable housing and to add city-owned e-cargo bikes.

Redmond is starting discussions with Bird Bikes about an e-scooter share program. It is still too early to tell if they will start such a program.

ODOT US97 NORTH CORRIDOR PROJECT

BPAC has been engaged with ODOT and the city of Bend since this project was kicked off in 2019 with receipt of a \$60 million federal INFRA grant. Unfortunately the scope of the project was constrained by the 2014 Environmental Impact Statement that did not adequately

anticipate bicycle and pedestrian connectivity requirements. ODOT and the city have worked within those constraints to improve the bike/ped components where feasible but there are still significant gaps in direct connections from the project area to the surrounding community. The city explored the possibility of a connection across the new section of parkway and the railroad but decided it was not viable.

BPAC will continue to engage as the project moves through the design/build stages this year and next.

ODOT US20 TUMALO - OLD BEND REDMOND PROJECT

BPAC has also been engaged on this project since the original stakeholders meetings that recommended a roundabout at US20 & Cook / O.B. Riley coupled with a grade-separated bike/ped crossing. This became part of the U.S. 20: Tumalo-Cooley Road project which also includes a multi-use path on U.S. 20 between Cooley Road and Old Bend-Redmond Highway. While the original budget did not include the under crossing ODOT and the county eventually identified funds to include it. This project is under construction and will greatly improve safety and connectivity for all modes.

BEND - LAVA BUTTE AND SUNRIVER - LA PINE TRAIL PROJECTS

ODOT received a Federal Land Access Program (FLAP) grant to construct a multi-use path from the Baker / Knott Road interchange to the Lava Butte visitor center, connecting to the High Desert Museum. ODOT and the USFS selected a preferred route over a year ago, but from BPAC's perspective the project schedule seems to be slipping due to zoning challenges. The ODOT project page currently shows construction not starting until Fall 2024.

This is a key project and part of the connectivity plan BPAC is supporting in the county TSP update. We hope the issues can be resolved quickly so this connection can be completed in a timely fashion.

ODOT has also received a FLAP grant to develop a plan to extend the multi-use path from Lava Butte to La Pine. This project kicked off recently and BPAC has a representative on the stakeholder committee.

LETTERS OF SUPPORT FOR GRANT APPLICATIONS

In 2022 BPAC provided letters of support for these grant applications:

- The City of Sisters applied for a grant from the Oregon State Parks Local Government Grant program to build a multi-use path from Village Green park to the Peterson Ridge trailhead. This project was not selected for funding.
- The City of Sisters applied for a grant from US 20/Locust Ave roundabout from the FY23 Congressionally Directed Spending program to fund the US20 / Locust Avenue roundabout. This project was funded from the Statewide Transportation Improvement Program instead.
- Bend Parks and Recreation Department applied for a FLAP grant to build a trailhead at the north end of the to-be-built Baker / Knott to Lava Butte multi-use path. This project was not selected for funding.

Attachments

1. BPAC 2022 Annual Report

**Deschutes County
Bicycle Pedestrian
Advisory Committee
BPAC**



**Report to the Board of County Commissioners
January 2022 – December 2022**

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BPAC Activities Report February 2023

BPAC Mission

The mission of Deschutes County Bicycle and Pedestrian Committee (BPAC) is to promote and encourage safe bicycling and walking as a significant means of transportation in Deschutes County.

The Committee serves to advise Deschutes County, the Cities of Bend, Redmond and Sisters, and ODOT in bicycle and pedestrian transportation, and matters pertaining to existing and proposed road construction and signing. The Committee is a source of current information relating to the use of bicycle and walking as a means of transportation and strives to support them as a viable means of transportation in Deschutes County. Its recently updated goals include:

- Engage in ongoing conversations about e-bike rules and use
- Participate in planning transportation infrastructure projects
- Community outreach
- Support any efforts to develop bike share programs in the county or any of the county's cities

The Committee serves to advise Deschutes County, the Cities of Bend, Redmond and Sisters, and ODOT in bicycle and pedestrian transportation, and matters pertaining to existing and proposed road construction and signing. The Committee is a source of current information relating to the use of bicycle and walking as a means of transportation and strives to support them as a viable means of transportation in Deschutes County.

BPAC Membership & Meetings

BPAC is comprised of 13 volunteer county resident voting members (appointed by the BOCC) with regional representation from all parts of Deschutes County. BPAC holds monthly meetings to discuss and provide input and advise local agencies concerning bicycling and walking interests and priorities. BPAC meetings are open to the public and include government agency representatives as non-voting participants. Generally, most meetings are held in person in Bend although effort is made to also schedule at least three BPAC meetings in other county cities (on a rotating basis). However, due to the ongoing concerns with in-person meetings, BPAC held January through March meetings via Zoom and alternated every other meeting between in person and Zoom for the rest of the 2022 meetings.

BPAC held regional meetings throughout the county as it usually did pre-COVID. The purpose of these meetings is to highlight bicycle and pedestrian triumphs and challenges for each area and share any plans for improvements or enhancements. Regional meetings were held in Redmond (virtually) and Sisters.

The officers for 2022-2023 were selected by the committee in September as follows:

- Chair: Dave Thomson
- Vice Chair: David Green
- Secretary: Rachel Zakem

Starting in May of 2020, all BPAC meetings went virtual. Meeting remained virtual through March of 2022, when BPAC voted to switch to alternating between meetings in person one month and virtual the next.

Central Oregon Bicycle and Pedestrian Summit

For the first time since before the onset of COVID19, BPAC was able to present its 9th annual, yearly ‘Central Oregon Bicycle and Pedestrian Summit.’ The summit is held in Crook, Deschutes and Jefferson counties on a rotating basis to ensure wider Central Oregon region involvement, input and participation in bicycling and walking issues. This year’s Summit was held in Redmond. The summit was held in conjunction with the Oregon Bicycle and Pedestrian Advisory Committee’s annual Central Oregon meeting enabling OBPAC members to hear from Central Oregon residents about our bicycle and pedestrian successes, challenges, and aspirations.

BPAC Activities

Summary Period: January 2022 thru December 2022

BPAC Subcommittees

BPAC had an ad hoc subcommittees to provide community recognition, support and input for more focused discussion on bike and pedestrian (B/P) issues.

- Transportation System Plan (TSP):
 - Purpose: To provide the project consultants with information and messaging regarding bicycle and pedestrian access in unincorporated Deschutes County. Specifically:
 - Bicycle-pedestrian goals
 - A Matrix of desired routes
 - A detailed description of those routes
 - Reasons for utilizing shared use separated paths, not just shoulders

- Advocacy for bicycling as a legitimate transportation mode, not just a recreational hobby
- Examples of how bicycle and pedestrian facilities help with respect to overall resiliency
- The Subcommittee consisted of Mason Lacy, David Green, Chris Cassard, and Wendy Holzman.
- The subcommittee met with Kittelson and Chris Doty after reviewing and providing feedback of the project list that was distributed.
- BPAC received the draft final TSP project list. It provides a list of community connections. The near term largest projects are Hunnell Rd (not really a bike-ped project) and Lower Bridge Way. There is lots of work proposed on Cascade Lakes Hwy via federal lands grants. Public input on the project list was solicited during the first part of November.

BPAC External Committees

BPAC members participate in many external committees across the county in order to provide relevant information to the committees in regards to bicycle and pedestrian access. There are also several transportation related standing Advisory Committees that have BPAC representation, including the Central Oregon Area Commission on Transportation (ODOT), Cascades East Transit (CET), and the Bend Metropolitan Planning Organization. BPAC members have volunteered for duty on these supplementary subcommittees, as well:

- Baker Road Interchange:
 - The project is moving toward Alternative 1, with potential phasing towards parts of Alternative 3.
 - BPAC committee members were Dave Roth and Rachel Zakem.
- Bend Metropolitan Planning Organization (MPO) Technical Advisory Committee (TAC):
 - Developed policies regarding what to do with awarded but unused funds.
 - ❖ Final decisions will be made by Policy Board.
 - BPAC committee members were Dave Thomson and Wendy Holzman.
 - Voted on how to allocate additional money coming to the MPO for the 2021-24 period. Currently 60% of funds go to Bend for street preservation; the remainder goes to MPO for planning activities and grants for small projects. There was a strong feeling in the committee that the city’s amount of funding should be reduced. The next round is 2024-2027. The recommendation is to continue to freeze the city’s funding proportion and give more funding to the MPO.

- Had a presentation on mobility hubs. The city has been involved in a mobility hub feasibility study with CET.
- Finalized recommendations to the MPO Executive Committee on STBG grants and the Bend Transportation Bond Oversight Committee.
- City gave the bond committee a progress update on the initial bond-funded projects (Wilson Corridor etc.)
- Presented a public-facing dashboard for information such as miles of bike lanes versus money spent.
- There may be some upcoming open positions on the committee.
- Presentations for grant proposals for 2023-2025 STIF grant cycle were presented.
 - ❖ One project idea: Columbia Park pedestrian bridge, which would coincide with embankment restoration.
 - ❖ The City presented 4-5 other proposals generally focused on the expansion of existing projects or expansion of the reach of low-stress networks (Wilson corridor N-S intersections for example).
 - ❖ Other proposals include adding funds to the Neighborhood Greenways project, which is in Phase 4, to combat price escalation; grade separated DRT crossing at Archie Briggs; and modernizing downtown traffic signals.
- Bend Transportation Bond Oversight Committee:
 - TBOC had a presentation from LCDC on their rulemaking for Climate-Friendly and Equitable Communities. It focused on compact development and reducing greenhouse gases.
 - The BPAC committee member was Mason Lacy.
 - Butler Market and Boyd Acres RFP for design was released. This is one of the largest key route projects stemming from this bond.
 - The roundabout at 9th and Wilson was completed. Construction is continuing eastward on Wilson.
 - Construction began on the first round of small projects in the Neighborhood Street Safety Program.
 - The Olney undercrossing project is moving forward; issued RFP for design.
 - Preparing recommendations to Council on midtown crossings. All members were supportive of all three crossings but the question is how to prioritize them; TBOC recommends prioritizing Greenwood undercrossing first; then Franklin, and use leftover funds (if any) for Hawthorne. Hopefully there could be additional federal money available for the remaining projects. CAAB prioritizes the Franklin corridor. There is lots of potential for larger development there compared with Greenwood. Franklin is currently the most utilized so if it is closed for construction, Greenwood isn't a great place for

a detour in its current condition. Both options could utilize a road diet—one travel lane in each direction with one center turning lane.

- Central Oregon Area Commission on Transportation (COACT):
 - BPAC committee member was Dave Thompson
- Sisters Rural Trail Stakeholders:
 - BPAC committee member was Anne Marland
 - Put out a survey regarding what trails people would like to see.
 - A trail from Sisters to Black Butte Ranch was emphasized as a priority as well as discussions on potential trail surfaces.
 - A draft plan was made available to the public.
- Tumalo Community Plan Active Transportation stakeholders
 - The BPAC committee members were Dave Thomson and Rachel Zakem
 - Held walking tour of Tumalo. At the next meeting the group reviewed issues brought up in the walking tour and discussed priorities. There was an online survey for community members to also contribute their opinions.
 - An open house was held on August 22; approximately 50 people were in attendance.
 - In the dot exercise, the concept of making Tumalo a destination for cycling was voted against by many people. Having a transit stop there was also down voted. This is presumably about desires for the community to remain small/quiet.

Local Updates

BPAC is a county-wide organization with committee members representing all areas of Deschutes County. Members provide updates on Bend, Redmond, Sisters, South County, and Sunriver as well as Deschutes County at every meeting:

- City of Bend
 - MPO kicked off the mobility hub feasibility study, the MPO is serving as project manager.
 - Council approved \$500,000 feasibility study for Midtown Crossings.
 - Tobi Marx provided an update on the Bend Bird Bike Share program which began operating in June:
 - ❖ 140-170 bikes in daily operation
 - ❖ 18-year-old minimum age (but this can't really be enforced)
 - ❖ \$1 to unlock; 45 cents per minute
 - ❖ 13,000 rides from June 3-July 14
 - ❖ About 5000 unique riders
 - ❖ Approximately 4500 car trips avoided

- ❖ 2 fleet managers
- ❖ 479 daily commuters – exact same trip at same time every day (and this number has increased)
- ❖ 56 low income accounts
- ❖ Bird monitors each bike via GPS (separate from main battery so it won't lose charge).
- ❖ This is a dockless system, but they're exploring geofencing to direct users to preferred parking; will be working with Google to use Street View to help verify.
- The city applied for a grant for lower income children to receive funding to buy electric bikes.
- A feasibility study for new north Bend US97 alignment and railroad underpass/Overpass is underway. The city had hoped it would be simple to put an undercrossing culvert under highway, but it's actually much more complicated, resulting in a very long bending tunnel. Therefore, the study is looking at underpasses and overpasses. The cost is between \$12-20 million, and that funding isn't available at this time. The overcrossing would have to be 23.5 feet above the tracks. The railroad has a wide right of way for future tracks, so crossing would have to be very wide in anticipation of that. The city would have to acquire ROW east of crossing; they have not begun these conversations yet, and the railroad is difficult to communicate with. The city's conclusion was that this was an unfeasible extension of the project.
- Wilson Ave east of 9th should be completed soon. It is currently at 75% design for the portion between 2nd and 9th Streets. The City anticipates bidding in the spring.
- The Design team is on board for Butler and Boyd Acres key route implementation.
- The City is working on getting a designer on board for Olney from Wall St to 2nd (shared use path/separated bike lane); they anticipate the design team will be on board within the near future with open houses occurring in the spring.
- The City is considering applying for the Bloomberg Initiative for Cycling Infrastructure. Similar to the Innovative Mobility Program in that they want to encourage innovative solutions; 10 cities across the world would be awarded this.
- Several Old Mill/Deschutes River overflow parking lots are going away in the future; there is a possible chance for opportunity to rethink some sort of shuttle/cargo bike situation—possibility for innovative grant (ODOT)
- Robin Lewis and Chris Cheng organized an event about roundabout design, including a tour. There was a survey and Chris will provide further details on those results.

- City of Redmond
 - City of Redmond hired a new engineer.
 - The City began restarting some events post-COVID. The Open Streets event occurred on June 18.
 - The city also returned to conducting its annual bike-ped count in September. It was done two times:
 - ❖ First to capture children going to school
 - ❖ Second to capture weekend traffic
 - Applying for Community Paths grant: connecting Wickiup Ave to Ridgeview High School via a 10-ft multi-use path (about \$500k).

- City of Sisters
 - TSP is complete, with a robust bike-ped component
 - Pine Street will have a multi-use trail, from the south part of Sisters to connect with some of the Sisters trails
 - Designing a trail from the Village Green to the end of Pine St. to connect to the Peterson Ridge trailhead.
 - For BPAC's annual Sisters-focused meeting, Paul Bertagna provided an overview of Sisters-area bike-ped projects, including a bike master plan and a pedestrian master plan. Projects include the following:
 - ❖ North Pine Street multi-use path: this path travels from W. Cascade Ave to approximately W. Lundgren Mill Drive.
 - ❖ W. Barclay Drive multi-use path from roundabout at Hwy 20 to N. Pine Street.
 - ❖ S. Elm Street multi-use path from E. Jefferson Ave to E. Tyee Dr., which will include a bridge.
 - Adams Ave streetscape project – 100% design
 - The team is also looking at north-south connection to Sisters Trail Alliance trails in county.
 - The city is close to purchasing the east portal property on west side of downtown. The goal for the property has always been a mobility hub; currently working on RFP for design.
 - The City is launching a new destination management organization (previously the Chamber of Commerce). The organization could take on bigger picture issues, including sustainable tourism. They will hire an executive director and then will eventually launch as its own entity.
 - The City is working on safety issues, building a multi-use path from Hwy 242 along Brooks Camp Rd to Railway.
 - The Sisters Folk Festival has many people riding bikes between venues and the festival has lots of bike parking to accommodate that.
 - The roundabout at Locust and 20 has been funded.
 - Working on connections from downtown; will put multi-use path from Hwy 242 to Railway Ave.

- Deschutes County
 - The County requested BPAC representatives for both components of the TGM grant (Sisters Trails and Tumalo Community Plan). Annie Marland will be the representative for Sisters Trails and Dave Thomson will be the representative for the Tumalo Community Plan.
 - The Road Department is moving forward with Hunnell Road extension north to Tumalo Road, which will be a good route for cyclists/pedestrians to utilize to avoid Highway 97 when going to/from the mall and rural residential neighborhoods in the Deschutes Junction area. The project has been in the TSP since 1998.
 - The Board of County Commissioners feels there are a lot of bike/ped issues happening and would like to coordinate more often with BPAC on these matters.
 - KAI/County staff hosted a walking tour of Tumalo as part of the TGM grant.
 - Recap of Tumalo Community Plan Open House #2, lots of feedback about draft goals and policies. Those that pertain to bike/ped/transit showed a mixed response to making/keeping Tumalo a biking destination. In discussions at Transportation table, it appears this was more of an anti-tourism response than anti-bike. Tweaking the policy to make it more inclusive of bike/ped traffic both internal (Tumalo only) and external (riders passing through on Twin Bridges State Scenic Bikeway).
 - Throughout the month of December, the Deschutes County Road Department invited the public to review and provide feedback on their draft Transportation System Plan project list containing planned projects scheduled through the year 2040.
 - Upon receipt and incorporation of public feedback, the project list will be finalized and presented for adoption within the Transportation System Plan Update to the Planning Commission and Board of County Commissioners in 2023.
 - North Corridor construction began and US 20 will start in 2023 after Old Bend Redmond and Cook Ave roundabouts are completed.
 - Consultants prepared a draft version of the TSP and is disseminated a public review draft that was accessible online.
 - Peter Russell delivered a TSP recap to a joint Board/La Pine City Council session in Oct. that featured several bike/ped aspects in the La Pine area. These were improvements to County roads that included wider shoulders and/or paving. They met to review how various parties scored grant applications to the Deschutes Trail Coalition, which received about \$500,000 from the County to fund projects. DTC received 10 grant applications totaling around \$840,000.

- South County
 - The Sunriver pathway Master Plan was officially presented and approved by the Board.
 - A parks master plan in Sunriver is underway.
 - Sunriver completed a new tunnel and have one or two slated for next year.
- **Agency Coordination**
 - Bend Parks and Recreation Department
 - Completed two safety improvements to crossing along COID canal at Blakely and Brosterhaus.
 - Repaved Haul Road Trail.
 - Teamed with ODOT to apply for a FLAP grant for a new trailhead adjacent to Baker/Knott interchange, which would access the Bend Lava trail.
 - BPRD reached an agreement with the North Unit Canal District to build a path on Canal Row Park out to Deschutes Market Road. This has been informally used but the agreement will formalize the allowable use.
 - Began final phase of Drake Park trail improvements project, including the underpass at Newport.
 - Progress was made at Big Sky on the pump track and bike skills areas plus a gravel path. The work will be completed by early spring.
 - Also making progress on design/permit for the trail along North Unit Canal, along Butler Mkt. The first phase from Canal Row Park past Pine Nursery, will connect into Petrosa.
 - CET/COIC
 - Collaborated with the City to update the inclement weather plan.
 - CET had to cut their Community Connector Routes Saturday service due to the ongoing driver shortage.
 - Moved the Deschutes Riverwoods bus stop from Riverwoods Outreach Church to the Riverwoods Country Store. This move allows the stop to have posted signage, a maintained parking lot and road, as well as lighting. Any Baker Road improvements from the Baker Road IAMP will improve the bus route too.
 - CET increased driver wages twice in one year.
 - Route 31 between La Pine and Sunriver was cancelled after two weeks of service due to low ridership and the driver shortage.
 - On August 1, CET moved to new schedules again with the main goal being to improve on-time performance. The new schedule brought all 45-minute routes back out to 45-minute routes (from 30 minutes) due to weekday traffic.

- CET staff participated in many outreach efforts for the Bend Mobility Hub Feasibility Study. Events were held in both English and Spanish.
 - Started a new route between Crooked River Ranch and Redmond. Part of the route is a call-ahead service for medical appointments (3x/day). CET held an informational event at one of the bus stops in Crooked River Ranch with 25-30 people in attendance. The first 19 days of service had 72 rides. Riders are primarily from the senior population who likely should not be driving to medical appointments.
 - Finalizing switchover to new CAD/AVL platform for scheduling, ridership, and on board tech.
 - CET has hired a new Strategy and Program Manager as well as a RARE service member to assist in transportation funding and projects.
 - STF/STIF committees were integrated into one committee.
- Commute Options
 - Held their May Walk and Roll Anywhere event, through Safe Routes to School and the Get There Challenge. There were over 115 adult participants and 3,000 miles logged.
 - Commute Options was awarded ODOT Safe Routes to School Innovation Grant which will fund an education program for walking school buses in areas identified as not very safe currently.
 - CO Hired a new vanpool coordinator and started a new vanpool with Nosler.
 - New vanpools were established from Redmond to Sisters as well as Brasada Ranch.
 - CO is working on a few regional programs; School Pool (closed shared ride network on the Get There site); and paid walking school bus leader.
 - CO received some funding to assist with construction/detours during the Neff-Purcell project.
- ODOT
 - The US 20 Mervin Sampels-Greenwood project is underway, but the timeline is being extended to mid-2024, due to many complications. Included in the delay is the crossing at 6th and Greenwood.
 - McKenzie Pass construction will be bumped to 2024, largely due to the need for matching funds.
 - The research project conducted by Chris Cheng regarding small sections of auxiliary bike lanes was accepted and will likely be integrated into the McKenzie Pass project.

- US 20 Ward-Hamby roundabout was completed and is very successful.
 - ODOT has results of the study examining the dynamic bike warning system on McKenzie Pass. In the study, speed was used as a proxy for “safety.” Very small reductions in speed were observed (43 mph vs 41 mph) in some cases.
 - The multiuse path on US 97 will keep the same cross section but will change land width to widen for bike/ped comfort/safety.
 - ODOT is enhancing the crossing by 97 and Cooley, although it is limited by right of way issues.
 - Crossings will be at all roundabouts plus certain locations on 97 between Cooley and Robal, with RFBs.
 - Roundabouts are designed a bit smaller than usual to address climate change goals and thus will not build to 2040 standards.
 - The 6th St. crossing on Greenwood was completed.
 - Construction on the Old Bend Redmond roundabout and the Tumalo roundabout began in December.
 - Lava Butte to La Pine trail planning will kick off soon.
 - ODOT has provided letters of support for a lot of federal funding opportunities for Bend.
 - The North Corridor project kicked off and the Roundabout at Old Bend Redmond Highway construction has begun.
 - Tumalo construction will begin soon.
 - The Bend-Lava Butte trail is moving forward but they are still trying to resolve issues, may go to LUBA.
 - Reed Market interchange planning is kicking off
 - A \$5,000 mini grant for Innovative Mobility Program is available: ODOT is looking for exciting new ideas about things like (but not limited to) equity, any interesting ideas for nonprofits, or other organizations.
- Redmond BPAC
 - BPAC has two new members.
 - Redmond BPAC looked at a specific crosswalk in Redmond that is used by students by elementary schools. The engineering department will do a count of user once weather improves and go from there.
 - City of Redmond is working on bicycle connectivity and utilizing Quiet Streets to make needed connections. Signage such as wayfinding, sharrows and crossbikes are a major part of this effort. Another project they completed was NW 10th Street sidewalk. This added a new sidewalk on the side of the street where it was lacking on this busy collector street.

- Redmond BPAC restarted Open Streets on June 18. Due to limited staff, it was part of the Redmond Street Fair but not as a separate event. They had a presence but it was mainly a booth.
- Dry Canyon trail signage went in, primarily on-trail.
- BPAC participated in National Night Out, put on by the Redmond Police Department to foster a good relationship between PD and the community and promote public safety.
- Redmond BPAC wants to improve education about shared path use in Dry Canyon. They plan to put down more pavement markings to share the trail.
- Robin Lewis was the featured speaker at the November meeting, presenting on protected bike lanes.
 - ❖ There is a lot of interest in providing a safer experience for cyclists
 - ❖ Discussed retrofitting options (metal versus rubber)
 - ❖ The City expressed interest in any feedback from BPAC

• **Other Updates**

- BPAC sent two letters of support: 1) On behalf of the City of Sisters to Oregon Parks and Rec Department for a grant to build a multi-use path connecting Village Green Park to the Peterson Ridge trailhead; and 2) On behalf of the City of Sisters to Oregon Department of Transportation for a federal grant to construct the new roundabout at HWY 20 and Locust Street.
- Sidewalk snow removal messaging was broadcast on social media channels as the first snowfall approached.
- Robin Lewis provided a Trip Report on her participation in the SCAN Design Professionals Trip to Denmark and the Netherlands. The overall research questions were how can you make your city a sustainable, livable, people-friendly place? And, how can walking and bicycling bring a community together?
- FLAP Needs Assessment Discussion: A Needs Assessment meeting was held in November. The FHWA Western Federal Lands Highway Division initiated a statewide planning effort to identify and prioritize unmet Federal lands transportation access needs in Oregon. The findings from this planning process will inform future funding decisions, with a focus on the Federal Lands Access Program (FLAP). Over the past few months, the project team has been busy gathering initial feedback from local, state, and federal partners on existing unmet access needs and mapping those needs across the state. The FHWA invited key stakeholders to the Regional Needs Identification Workshops to review what has been learned so far and solicit input on any access needs that were not identified during preliminary research. In the past, the process had each ODOT region submit proposals for grants to the FLAP program, and BPAC often wrote

letters of support. The new method is more of a coordinated statewide process with respect to prioritization.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 10, 2023

SUBJECT: Public Hearing to take testimony on proposed amendments to Deschutes County Code (DCC) 6.04 regarding multi-year option for dog licenses and an exemption from license fees for assistance animals

RECOMMENDED MOTION:

- (1) Move First and Second Reading by title only of Ordinance 2023-008, an Ordinance Amending Title 6.04 of the Deschutes County Code and declaring an emergency.
(2) Move emergency adoption (effective date of July 1, 2023) of Ordinance 2023-008, an Ordinance Amending Title 6.04 of the Deschutes County Code.

BACKGROUND AND POLICY IMPLICATIONS:

The Deschutes County Finance Department operates the county dog licensing program and would like to offer dog owners the option of purchasing multi-year licenses. Additionally, Finance recommends providing a fee exemption for assistance animals.

BUDGET IMPACTS:

Slight reductions in fees associated with the fee exemption for assistance animals.

ATTENDANCE:

Finance

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Ordinance Amending Title 6.04, Dog Licenses, of *
the Deschutes County Code; Emergency Adoption. * ORDINANCE NO. 2023-008
*

WHEREAS, the Deschutes County Code (DCC) contains rules and regulations duly enacted through ordinance by Deschutes County and the Deschutes County Board of Commissioners; and

WHEREAS, from time-to-time the need arises to make amendments, including new enactments to the DCC; and

WHEREAS, staff from the Finance Department have identified a need to amend DCC 6.04 to allow for multi-year dog licenses and expand exemptions from dog license fees for certain dogs meeting statutory requirements; and

WHEREAS, the Board of County Commissioners of Deschutes County considered this matter at a duly noticed Board meeting on May 10, 2023, and determined that DCC 6.04 should be amended; now therefore,

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

Section 1. AMENDMENT. DCC 6.04 is amended to read as described in Exhibit “A,” attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~striketrough~~.

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 on July 1, 2023.

///

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: 10th day of May, 2023.

Date of 2nd Reading: 10th day of May, 2023.

Commissioner

		Record of Adoption Vote	
<u>Yes</u>	<u>No</u>	<u>Abstained</u>	<u>Excused</u>

Patti Adair
Phil Chang
Anthony DeBone

Effective date: 1st day of July, 2023.

6.04.020 Dog Licenses Required

Every person owning or keeping any dog that has a set of permanent canine teeth or that is six months old, whichever comes first, shall within 30 days after he-becominges the owner or keeper of the dog, and yearly pursuant to DCC 6.04.040A thereafter, procure from the County a license for the dog either under DCC 6.04.030 or DCC 6.04.070.

HISTORY

Adopted by Ord. 90-019 §1 on 6/6/1990

Amended by Ord. 90-036 §2 on 8/29/1990

Renumbered by Ord. 95-031 §1 on 5/17/1995

Amended by Ord. 2023-008 §1 on 5/10/2023

6.04.040 Expiration

- A. Dog licenses shall be valid for a period of one, two or three years from the date of purchase, at the option of the owner/keeper or to the rabies expiration date, whichever comes first.
- B. A dog license is not transferable to another dog. The dog license is assigned to the dog and shall remain with the dog upon transfer to another owner for the life of the license. Upon transfer, the dog's new owner shall notify the County of the transfer within 30 days of the transfer.
- C. A dog displaying a current license from jurisdictions outside Deschutes County, but within the State of Oregon, shall not require licensing under DCC 6.04 until expiration of the current license, provided that the dog remains in the possession of the owner to whom the license was duly issued.

HISTORY

Adopted by Ord. 90-019 §1 on 6/6/1990

Renumbered by Ord. 95-031 §1 on 5/17/1995

Amended by Ord. 2023-008 §1 on 5/10/2023

6.04.060 Exemptions From License Fees

No dog-license fee shall be required to be paid for any dog used as an assistance animal as defined in ORS 659A.143 ~~owned by a blind or deaf person who uses the dog as a guide.~~ A license shall be issued for such a dog upon filing with the County a signed statement by the blind or deaf person stating facts showing that the person is entitled to this exemption per ORS 609.105. Such licenses shall be renewed for a period of one, two or three years from the date of issuance, at the option of the owner/keeper or to the rabies expiration date, whichever comes first ~~every year.~~

HISTORY

Adopted by Ord. 90-019 §1 on 6/6/1990

Amended by Ord. 93-048 §1 on 8/18/1993

Renumbered by Ord. 95-031 §1 on 5/17/1995

Amended by Ord. 2023-008 §1 on 5/10/2023

6.04.070 Dogs Kept Primarily In Kennels

- A. Owners of dogs kept primarily in a kennel and not allowed to run at large are entitled, upon making the showing required in DCC 6.04.070, to be licensed at the kennel fee rate. A person requesting licensing at the kennel rate shall establish by affidavit or signed statement (1) if the kennel is a commercial kennel, that the kennel complies with applicable land use laws and ordinances; (2) that the person houses ~~his or her~~the dogs primarily in a kennel, as defined herein; (3) that the person has four dogs or more; (4) that the person has not been convicted of animal abuse under County or state law for failure to maintain minimum care standards; and (5) that the person has not been convicted under County or state law for allowing ~~his or her~~the owned dogs to be at large during any period for which ~~he or she~~the person has had a kennel license.
- B. Any owner or keeper convicted of animal abuse under state or County law by virtue of the conditions under which dogs are kept in the owner or keeper's kennel shall not be entitled to be licensed at the kennel rate.
- C. Any owner or keeper convicted of a dog at large violation while having dogs licensed at the kennel rate shall thereafter not be entitled to license ~~his or her~~the owned or kept dogs at the kennel rate. The kennel license of the owner or keeper so convicted shall remain valid for the remainder of its term.
- D. The dog owner applying for a kennel license shall grant authority to visit the premises to such County representatives as are necessary to verify that the qualifications set forth in the application are met.

HISTORY

Adopted by Ord. 90-019 §1 on 6/6/1990

Amended by Ord. 92-013 §1 on 9/16/1992

Renumbered by Ord. 95-031 §1 on 5/17/1995

Amended by Ord. 98-007 §1 on 1/26/1998

Amended by Ord. 2023-008 §1 on 5/10/2023



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 10, 2023

SUBJECT: Intergovernmental Agreement with the US Forest Service to fund the Oregon Living With Fire Program

RECOMMENDED MOTION:

Move approval to authorize the County Administrator to sign Document No. 2023-402, an Intergovernmental Agreement with the US Forest Service.

BACKGROUND AND POLICY IMPLICATIONS:

The current Intergovernmental Agreement (IGA) with the US Forest Service to fund the Oregon Living With Fire (OLWF) program expires May 31, 2023. A new proposed IGA will increase OLWF's funding from \$33,750 to \$60,000 per year and extend the funding for this program an additional five years.

BUDGET IMPACTS:

Revenue of \$60,000 per year for five years, totaling \$300,000. A match requirement of approximately 48% which will be accomplished using the funding from the related four-county Memorandum of Understanding which will provide for \$72,750 per year.

ATTENDANCE:

Joe Stutler, Jodie Barram and Dr. Jennifer Fenton

DESCHUTES COUNTY DOCUMENT SUMMARY

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

Please complete all sections **above** the Official Review line.

Date: April 21, 2023

Department: BOCC/ADMIN

Contractor/Supplier/Consultant Name: US Forest Service

Contractor Contact: Kevin Hamilton and Trisha Wardlow

Type of Document: Intergovernmental Agreement (IGA) with US Forest Service

Goods and/or Services: New Intergovernmental Agreement (IGA) providing funding for the Oregon Living With Fire (OLWF) program for five years (18PA1106100026).

Background & History: 2018-111 was the original IGA provided funding for the OLWF program for five years, ending May 2023; 2022-681 was modification to the financial plan and required match and due to the many changes in the grant administration both by Deschutes County and Forest Service it was recently discovered the match requirement in 2022-681 was calculated incorrectly. The existing IGA (with modifications) is officially closed, and reimbursement request sent to the Forest Service. The new request is for an additional five years with the Forest Service, with an increase of funding from existing level.

Agreement Starting Date:

Ending Date:

Annual Value or Total Payment:

Insurance Certificate Received (check box)

Insurance Expiration Date:

Check all that apply:

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

Funding Source: (Included in current budget? Yes No)

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

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

Special conditions attached to this grant:

Deadlines for reporting to the grantor: Annual reports required each calendar year.

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

Contact information for the person responsible for grant compliance:

Name: Joe Stutler, Senior Advisor

Phone #: (541) 322-7141

Departmental Contact and Title: Nick Lelack **Phone #:** 388-6565

Department Director Approval: _____
Signature Date

Distribution of Document: Who gets the original document and/or copies after it has been signed? Include complete information if the document is to be mailed.

Official Review:

County Signature Required (check one):

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

Legal Review _____ Date _____

Document Number



FS Agreement No. 18-PA-11060100-026
Cooperator Agreement No. DC 2023-402

PARTICIPATING AGREEMENT
Between The
DESCHUTES COUNTY
And The
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
DESCHUTES NATIONAL FOREST AND OCHOCO NATIONAL FORESTS

This PARTICIPATING AGREEMENT is hereby entered into by and between Deschutes County, and the United States Department of Agriculture (USDA), Forest Service, Deschutes, and Ochoco National Forests, hereinafter referred to as the “U.S. Forest Service,” under the authority: Wyden Amendment (Public Law 105-277, Section 323 as amended by Public Law 109-54, Section 434, and permanently authorized by Public Law 111-11, Section 3001).

Background:

U.S. Congress’ FLAME Act called for strategies to address the current and future wildland fire threat to communities and natural resources and to develop a national cohesive wildland fire management strategy. In 2014, The National Cohesive Wildland Fire Strategy (changed to Cohesive Strategy in 2023) was initiated.

“The National Cohesive Strategy is the result of an ongoing partnership that is providing us with a collaborative roadmap for how we better work together – across federal, tribal, state, and local governments and with our NGO partners – to effectively manage landscapes,” said Secretary Jewell. “Relying on a science-based approach to managing risks, this effort embodies the type of intergovernmental coordination that citizens and communities expect. The framework provided will help guide informed policy and decision-making while increasing our resilience and sustaining our resources.”

In the following years since the 2018 Central Oregon Cohesive Strategy Initiative Agreement, The National Cohesive Wildland Fire Management Strategy has seen several new national initiatives, plans or phases of the original, to include a 2023 Addendum Update.

This Cohesive Strategy Addendum Update, spotlights wildland fire critical emphasis areas and challenges that were not identified or addressed in depth in the 2014 National Cohesive Wildland Fire Management Strategy (Cohesive Strategy) framework. It includes enhanced strategic direction and approved modifications to address the identified areas and challenges to Cohesive Strategy implementation over the decades to come.

•



These critical emphasis areas and key challenges to implementing the Cohesive Strategy identified and examined for the Addendum Update report, led to the following enhancements to the vision and goal statements in the original 2014 strategy.

Updated Vision statement:

- To safely and effectively extinguish fire, when needed; use fire where allowable; manage our natural resources; and collectively, learn to live with wildland fire.

Updated Goals:

- **Resilient Landscapes** - Landscapes, regardless of jurisdictional boundaries are resilient to fire, insect, disease, invasive species, and climate change disturbances, in accordance with management objectives.
- **Fire Adapted Communities** - Human populations and infrastructure are as prepared as possible to receive, respond to, and recover from wildland fire.
- **Safe, Effective, Risk-based Wildfire Response** - All jurisdictions participate in making and implementing safe, effective, efficient risk-based wildfire management decisions.

“It is no longer a matter of if a wildfire will threaten many western communities in these landscapes, it is a matter of when,” said Secretary Vilsack. “The need to invest more and to move quickly is apparent.”

For additional background information and documents, go to:

Western Region. *National Cohesive Wildland Fire Management Strategy*
[National Cohesive Wildland Fire Management Strategy Western Region \(wildfireinthewest.org\)](http://wildfireinthewest.org)

The establishment of this agreement of Oregon Living With Fire provides for direction, leadership, and coordination toward the implementation of the Cohesive Strategy. The Wyden Amendment allows for agreements with willing Federal, Tribal, State, and local governments, private and nonprofit entities, and landowners to conduct activities on public or private lands for the following purposes:

- Protection, restoration, and enhancement of fish and wildlife habitat and other resources,
- Reduction of risk for natural disaster where public safety is threatened, or
- A combination of both.

Title: Oregon Living With Fire (OLWF)

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties for specific watershed restoration, and community protection efforts to meet the intent of the US Congress FLAME Act, and Cohesive Strategy in accordance with the following provisions and the hereby incorporated Financial Plan, attached as Exhibit A.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:



U.S. Forest Service Benefit and Interest:

The objective of this cooperative project aligns with U.S. Congress FLAME Act, the Cohesive Strategy, and the Chief of the U.S. Forest Service direction. The implementation of this agreement will assist in addressing fuels reduction to protect and enhance critical watersheds, provide for forest resiliency, and increase our ability for an integrated response with cooperators and partners to protect the public.

Deschutes County Benefit and Interest:

The objectives of this cooperative project align with Deschutes County’s, dedication to the Cohesive Strategy approach to forest and watershed health and resiliency, fire adapted communities and a cooperative approach to initial response to wildfire. Deschutes County, has an economic interest in maintaining and enhancing our National Forests and Grasslands through collaborative processes that make Central Oregon a more desirable location to live and work. In addition, Deschutes County, has an interest to protect its’ citizens and support efforts to integrate response to wildland fire in a fire adapted ecosystem.

Mutual Benefit:

As described, the establishment of Oregon Living With Fire (OLWF) will benefit the mission of the U.S. Forest Service and address the interests of Deschutes County. The parties have a common interest in improving current watershed health, and fire and fuels conditions within multiple counties in Central Oregon. The establishment of the coordinator will provide a platform to integrate, in a collaborative way, across county lines at a landscape scale, inform and educate our publics of the benefits of the Cohesive Strategy. This includes but is not limited to, land and resource management issues such as forest health and resiliency and watershed enhancement, providing local opportunities for communities to be better informed and prepared for wildland fire in the fire adapted ecosystems and enhance the cooperative wildland fire response in Central Oregon.

In consideration of the above premises, the parties agree as follows:

III. Deschutes County, SHALL:

- A. LEGAL AUTHORITY. Deschutes County shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable
- B. Deschutes County will serve as Fiduciary for Crook, Jefferson and Klamath counties and their shared interest or representation in all manners pertaining to this agreement.
- C. Deschutes County will be responsible for implementing/coordinating projects on county/private lands as they fit with the cohesive strategy plan.



- D. A coordinator(s) will be provided by Deschutes County by contractual services, for Oregon Living With Fire (OLWF) to implement the tasks described below. The Coordinator(s) will be responsible to:
- Network and build relationships with OLWF stakeholders, partners, agencies, and organizations implementing the Cohesive Strategy.
 - Facilitate and implement the program of work as determined by Deschutes County, through consultation of the Steering Committee that includes U.S. Forest Service representation.
 - Coordinate steering committee meetings.
 - Maintain administrative actives and facilitate the day-to-day business of the OLWF.
 - Attend collaborative meetings that support Federal/Local Cohesive Strategy implementation efforts.
 - Participate in the monthly meetings for the Western Region of the Cohesive Strategy as a Representative of OLWF.
 - Create and maintain an interactive web presence for OLWF, USDA, the steering committee, as well as stakeholders and public.
 - Serve as the administrator for the Central Oregon Fire Information Website and the OLWF Website, including the coordination of all stakeholders regarding roles and responsibilities.
 - Facilitate development of Learning Laboratories to share experiences, provide local guidance, communicate success stories, and provide opportunities for lessons learned.
 - Create and maintain social communications efforts such as Facebook, Twitter, and a regular e-Newsletter to be distributed to partners, cooperators, and the public.
 - Document success stories/lessons learned and share with the steering committee, stakeholders, and the public.
 - Facilitate development of performance measures and monitoring information to assess effectiveness and accountability of OLWF efforts to implement the Cohesive Strategy.
 - Attend and present at appropriate conferences and meetings.

IV. THE U.S. FOREST SERVICE SHALL:

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse Deschutes County for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$60,000 as shown in the Financial Plan. To approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of Deschutes County's, invoice on a yearly basis. Each invoice from Deschutes County, shall display the total project costs for the billing period, separated by U.S. Forest Service and Deschutes County's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display Deschutes County's full match towards the project, as shown in the financial plan, and be submitted no later than



120 days from the expiration date.

Each invoice must include, at a minimum:

1. Deschutes County's name, address, and telephone number
2. U.S. Forest Service agreement number
3. Invoice date
4. Performance dates of the work completed (start & end)
5. Total invoice amount for the billing period, separated by the U.S. Forest Service and Deschutes County's share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of U.S. Forest Service payments to date.
8. Statement that the invoice is a request for payment by "reimbursement"
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable

The invoice must be forwarded to:

EMAIL: sm.fs.asc_ga@usda.gov

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center Payments –
Grants & Agreements 101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to: US Forest Service
Attn: Kevin Robinson
3160 NE Third Street
Prineville, Oregon 97754

- B. Be an active participant on the OLWF Steering Committee to provide oversight and ensure alignment of U.S. Forest Service policy and direction in support of the Cohesive Strategy.
- C. Provide administrative support for the purposes of managing the OLWF agreement.
- D. Provide information as requested that contributes to meeting the intent of the Cohesive Strategy.
- E. Implement projects on U.S. Forest Service lands as they fit with the Cohesive Strategy Plan.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:



- A. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Project Contact	Cooperator Financial Contact
Joe Stutler 61150 SE 27 th Street Bend, OR 97702 Telephone: 541-408-6132 Email: joe.stutler@deschutes.org	Robert Tintle 1300 NW Wall Street Bend, OR 97701 Telephone: 541-388-6559 Email: robert.tintle@deschutes.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Kevin Robinson 3160 NE Third Street Prineville, Oregon 97754 Telephone: 209 770-8627 Email: kevin.l.robinson@usda.gov	Trisha Wardlow 63095 Deschutes Market Road Bend, OR 97701 Telephone: 541-780-4651 Email: trisha.wardlow@usda.gov

- B. **LIABILITY.** On behalf of itself, its officers, directors, members, employees, volunteers, agents, and representatives, each party agrees that it shall be responsible for its own acts and omissions and the results thereof and that it shall not be responsible for the acts or omissions of the other party, nor the results thereof. Each party therefore agrees that it will assume the risk and liability to itself, its agents, employees, and volunteers for any injury to or death of persons or loss or destruction of property resulting in any manner from the conduct of the party’s own operations and/or the operations of its agents, employees, and/or volunteers under this Agreement. Each party further releases and waives all claims against the other party for compensation for any loss, cost, damage, expense, personal injury, death, claim, or other liability arising out of the performance of this Agreement, including without limitation any loss, cost, damage, expense, personal injury, death, claim, or other liability arising out of the other party’s negligence provided, however, that either party may agree to voluntarily compensate the other for damage to equipment.

Notwithstanding the foregoing, liability of the U.S. Forest Service shall be determined under the Federal Tort Claims Act, and Deschutes County shall be entitled to all applicable protections afforded under local, state, and/or federal law relating to the agreement activities conducted hereunder, either directly or indirectly through its assistance of the U. S. Forest Service, or any government agency.

- C. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Deschutes County are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:



To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To Deschutes County, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or Deschutes County from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. ENDORSEMENT. Any of Deschutes County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Deschutes County's products or activities.
- F. USE OF U.S. FOREST SERVICE INSIGNIA. For Deschutes County to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services, prior to use of the insignia. The U.S. Forest Service will notify the Deschutes County when permission is granted.
- G. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT. Deschutes County agree(s) that any of Deschutes County's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as Deschutes County hereby willingly agree(s) to assume these responsibilities. Further Deschutes County shall provide any necessary training to Deschutes County's employees, volunteers, and program participants to ensure that such personnel can perform tasks to be completed. Deschutes County shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.
- H. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- I. NONDISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).



Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination

Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

J. ELIGIBLE WORKERS. Deschutes County shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Deschutes County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.

K. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT

(SAM). Deschutes County shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

L. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

Deschutes County shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

Deschutes County shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.



3. Internal Control

Deschutes County shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. Deschutes County shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.

4. Source Documentation

Deschutes County shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract, and contract documents. These documents must be made available to the U.S. Forest Service upon request.

M. OVERPAYMENT. Any funds paid to Deschutes County more than the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by Deschutes County to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned.

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to Deschutes County.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

N. AGREEMENT CLOSE-OUT. Within 120 days after expiration or notice of termination Deschutes County shall close out the agreement.

Any unobligated balance of cash advanced to Deschutes County must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

Within a maximum of 120 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by Deschutes County.



If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

O. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS.

The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

Deschutes County shall submit Annual performance reports to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report must be submitted either with Deschutes County final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

P. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. Deschutes County shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records include books, documents, accounting procedures and practice, and other data, regardless of the type or format. Deschutes County shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service, Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

Q. FREEDOM OF INFORMATION ACT (FOIA). Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

R. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," all



text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased, or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- S. PUBLIC NOTICES. It is The U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Deschutes County is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency as follows:

"U.S. Forest Service, U.S. Department of Agriculture"

Deschutes County may call on The U.S. Forest Service's Office of Communication for advice regarding public notices. Deschutes County is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- T. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this agreement is not available for reimbursement of Deschutes County purchase of equipment and supplies. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.
- U. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the Deschutes County established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). Deschutes County shall maintain cost and price analysis documentation for potential U.S. Forest Service review. Deschutes County is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- V. FLY AMERICA ACT. The Fly America Act of 1974 (49 U.S.C. 40118) requires that all air travel and shipments under this award must be made on U.S. flag air carriers to the extent service by such carriers is available and when no Federal, statutory exceptions apply. The Administrator of General Services Administration (GSA) is authorized to issue regulations for purposes of implementation. Those regulations may be found at 41 CFR Part 301 and are hereby incorporated by reference into this award.
- W. GOVERNMENT-FURNISHED PROPERTY. Deschutes County may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. Deschutes County shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S.



Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to

U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Liability for Government Property.

1. Unless otherwise provided for in the agreement, Deschutes County shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
 - a. The risk is covered by insurance or Deschutes County is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
 - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of Deschutes County managerial personnel. Deschutes County managerial personnel, in this provision, means Deschutes County directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of Deschutes County business; all or substantially all of Deschutes County operation at any one plant or separate location; or a separate and complete major industrial operation.
2. Deschutes County shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. Deschutes County shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
3. Deschutes County shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
4. Upon the request of the Grants Management Specialist, Deschutes County shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.

X. OFFSETS, CLAIMS AND RIGHTS. All activities entered or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute, regulations, and forest plans.

Y. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS,

AUDIOVISUALS AND ELECTRONIC MEDIA. Deschutes County shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.



Z. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Deschutes County shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800) 877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

“This institution is an equal opportunity provider.”

AA. REMEDIES FOR COMPLIANCE RELATED ISSUES. If Deschutes County materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by Deschutes County or more severe enforcement action by the U.S. Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current agreement for Deschutes County’s program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.

BB. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and Deschutes County agree upon the termination conditions, including the effective date and, in the case of partial termination, the



portion to be terminated.

2. By 30 days written notification by Deschutes County to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.

Upon termination of an agreement, Deschutes County shall not incur any new obligations for the terminated portion of the agreement after the effective date and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to Deschutes County for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by Deschutes County up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

CC. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

DD. DEBARMENT AND SUSPENSION. Deschutes County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should Deschutes County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

EE. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS:

All non-federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste, and abuse to authorities:

- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality



agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

- (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) If the Government determines that the recipient is not in compliance with this award provision, it:
 - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

FF. INTERNATIONAL TRAVEL. When U.S. Forest Service funds are used, and no Federal, statutory exceptions apply, Deschutes County shall ensure that any air transportation of passengers and property is provided by a carrier holding a United States Government issued certificate in compliance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118 (Fly American Act).

GG. COPYRIGHTING. Deschutes County is/are granted sole and exclusive right to copyright any publications developed because of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement.

No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal Government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:

1. The copyright in any work developed by Deschutes County under this agreement.
2. Any right of copyright to which Deschutes County purchase(s) ownership with any federal contributions.

HH. PUBLICATION SALE. Deschutes County may sell any publication developed because of this agreement. The publication may be sold at fair market value, which is initially defined in this agreement to cover the



costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or Federal Government contributions from the total costs of the project.

IL. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

JJ. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through five years after signature date at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

KK. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In Witness Whereof, the parties hereto have executed this agreement as of the last date written below.

Nick Lelack Deschutes County Administrator Date
Deschutes County

HOLLY JEWKES, Forest Supervisor Date
U.S. Forest Service, Deschutes National Forest

A.SHANE JEFFRIES, Forest Supervisor Date
U.S. Forest Service, Ochoco National Forest



The authority and format of this agreement (18-PA-11060100-026) have been reviewed and approved for signature.

XXXXXX

Date

U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paper Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, ect.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachment:

USFS Agreement No.:
Cooperator Agreement No.:

Mod. No.:

Note: This Financial Plan may be used when:
 (1) No program income is expected and
 (2) The Cooperator is not giving cash to the FS and
 (3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$14,647.75	\$0.00	\$0.00	\$0.00	\$14,647.75
Travel	\$0.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Printing	\$0.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00
Other	\$0.00	\$60,000.00	\$52,002.74	\$0.00	\$88,486.00
Other					\$0.00
Subtotal	\$16,295.30	\$60,000.00	\$60,743.00	\$0.00	\$111,133.75
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$1,629.53				\$1,464.78
Total	\$17,924.83	\$60,000.00	\$60,743.00	\$0.00	\$112,598.53
Total Project Value:					\$112,598.53

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 46.05%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 53.95%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
FS Program Manager		\$326.43	5.00	\$1,632.15
Ochoco Forest Supervisor		\$724.33	7.00	\$5,070.31
Deschutes Forest Supervisor		\$743.27	7.00	\$5,202.89
Deschutes Fuels Program Manager		\$463.35	5.00	\$2,316.75
Ochoco Fuels Program Manager		\$414.64	5.00	\$2,073.20
Total Salaries/Labor				\$16,295.30

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
Total Travel				\$0.00

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
Total Equipment				\$0.00

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
Total Supplies/Materials				\$0.00

Printing				
Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00
Non-Standard Calculation				
Total Printing				\$0.00

Other Expenses				
Standard Calculation				
Item		# of Units	Cost/Unit	Total
Total Other				\$0.00

Subtotal Direct Costs	\$16,295.30
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Forest Service Overhead Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
10.00%	\$16,295.30			\$1,629.53
Total FS Overhead Costs				\$1,629.53

TOTAL COST	\$17,924.83
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WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
Total Salaries/Labor				\$0.00

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
Total Travel				\$0.00

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
Total Equipment				\$0.00

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
Total Supplies/Materials				\$0.00

Printing				
Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00
Non-Standard Calculation				
				\$0.00
Total Printing				\$0.00

Other Expenses				
Standard Calculation				
Item		Cost per day	# of Days	Total
Cohesive Strategy				
Coordinator-Contractor		\$600.00	100.00	\$60,000.00
Total Other				\$60,000.00

Subtotal Direct Costs	\$60,000.00
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Cooperator Indirect Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
	\$60,000.00			\$0.00
Total Coop. Indirect Costs				\$0.00

TOTAL COST	\$60,000.00
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WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
CO-Coordiators		\$428	116		\$52,002.00
Total Salaries/Labor					\$52,002.00

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
County Meetings-2 nights	1	\$500.00	4.00		\$2,000.00
Western Regional Meeting-5 nights	1	\$1,500.00	1.00		\$1,500.00
WUI Conference-RENO-5 nights	1	\$1,500.00	1.00		\$1,500.00
Total Travel					\$5,000.00

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
Total Equipment					\$0.00

Supplies/Materials					
Standard Calculation					
Supplies/Materials		# of Items	Cost/Item		Total
Total Supplies/Materials					\$0.00

Printing					
Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
Program of work Docs and Brochures		1.00	\$3,000.00		\$3,000.00
Total Printing					\$3,000.00

Other Expenses					
Standard Calculation					
Item		Cost per day	# of Days		Total
Cohesive Strategy Coordinator- Contractor	428		116		\$52,002.00
Non-Standard Calculation					
Website Design and Maintenance 1 year					
Social Media Services 1 year					
Total Other					\$52,743.00

Subtotal Direct Costs	\$60,002,00
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	Total
	\$60,743.00	\$0.00
Total Coop. Indirect Costs		\$0.00

TOTAL COST	\$60,002.00
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BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 3, 2023

SUBJECT: Amendment to Memorandum of Understanding with Oregon Living With Fire

RECOMMENDED MOTION:

Move approval of Chair signature of Document No. 2023-418, an amendment to the Memorandum of Understanding with Oregon Living with Fire.

BACKGROUND AND POLICY IMPLICATIONS:

Oregon Living With Fire has operated the past five years with fiscal contributions from Crook, Deschutes, Jefferson, and Klamath Counties. The original MOU expires on June 30, 2023. This amendment to the MOU extends the agreement for an additional five years. The allocation for Deschutes and other participating counties has not changed, in part because of the increased fiscal contribution by the Forest Service and likely new contributions by Natural Resources Conservation Service.

BUDGET IMPACTS:

Deschutes County will contribute \$33,750 for the next five fiscal years.

ATTENDANCE:

Joe Stutler, Deschutes County Senior Advisor
Jodie Barram, OLWF Co-Coordinator

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This First Amendment to Memorandum of Understanding ("MOU") is between Crook County, Jefferson County, Klamath County, and Deschutes County, all political subdivisions of the State of Oregon. A copy of the MOU is attached hereto as Exhibit 1.

EFFECTIVE DATE: This First Amendment to MOU is effective as of July 1, 2023, and shall terminate June 30, 2028, unless extended or terminated earlier in accordance with its terms.

CONTRIBUTIONS: Upon the effective date of this First Amendment, paragraph 5 of the MOU is deleted in its entirety, and replaced with the following:

DESIGNATED CONTRIBUTIONS: Annually in March, the Steering Committee shall determine a minimum budget necessary to provide for operations of the OLWF, including compensation and expenses associated with the OLWF Coordinator. The minimum budget shall then be allocated among the parties to the MOU according to the following formula:

<u>County</u>	<u>%</u>	<u>Annual contributions due 7/1</u>
Crook County	28%	\$20,250.00
Jefferson County	16%	\$12,000.00
Klamath County	9%	\$6,750.00
Deschutes County	47%	\$33,750.00.

TERMS: Except as expressly provided in this First Amendment to MOU, all terms of the MOU (Exhibit 1), remain controlling and applicable.

COUNTERPARTS: This First Amendment to MOU may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

CROOK COUNTY:

By: County Judge
Date: 4/19/23

KLAMATH COUNTY:

By: _____
Date: _____

JEFFERSON COUNTY:

By: _____
Date: _____

DESCHUTES COUNTY:

By: _____
Date: _____

EXHIBIT 1

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is between Crook County, Jefferson County, Klamath County, and Deschutes County, all political subdivisions of the State of Oregon.

EFFECTIVE DATE: This MOU is effective as of July 1, 2021, and shall terminate June 30, 2023, unless extended or terminated earlier in accordance with its terms.

DESCRIPTION: This MOU applies to operations of the Oregon Living With Fire (OLWF).

PURPOSE: This MOU is intended to document the intention of said counties to work together, on a continuing basis, toward maximum cooperation and mutual assistance in the areas of watershed restoration and community protection efforts for the purpose of implementation of the National Cohesive Wildland Fire Strategy in Central OR.

1. **RESPONSIBILITIES:** Each party to this MOU has equal rights with regard to appointments to the OLWF Steering Committee and general operational and financial oversight of OLWF.
2. **STEERING COMMITTEE:** A Steering Committee, comprised of 12 members, is authorized and charged with administering all operations of OLWF. The Steering Committee shall: (a) report periodically to each designated County contact person, (b) assist (by way of consensus recommendations) the Deschutes County Administrator with recruitment, hiring and supervision of the OLWF Coordinator; (c) undertake related functions as appropriate; and (d) assist the OLWF Coordinator with grant and other fiscal solicitations.
3. **OLWF COORDINATOR:** The OLWF Coordinator shall be contracted with Deschutes County. Compensation and other terms of retention shall be as provided in the personal services contract that the OLWF Coordinator signs with Deschutes County. The OLWF Coordinator, with input from the Steering Committee, shall report to and serve at the pleasure of the Deschutes County Administrator.
4. **FINANCIAL RESOURCES:** Operations and activities of OLWF and the OLWF Coordinator shall be funded by (a) designated contributions by the parties to this MOU, and (b) grants and other available revenue sources.
5. **DESIGNATED CONTRIBUTIONS:** Annually in March, the Steering Committee shall determine a minimum budget necessary to provide for operations of the OLWF, including compensation and expenses associated with the OLWF Coordinator. The minimum budget shall then be allocated among the parties to the MOU according to the following formula:

County	%	Annual contributions due 7/1.
Crook County	27%	\$20,250
Jefferson County	16 %	\$12,000

Klamath County	9%	\$6,750
Deschutes County	46%	\$33,750

6. **TERMINATION: Mutual Consent.** Any party may terminate its participation in this MOU for any reason by providing thirty (30) days' written notice to the other parties.
7. **INDEPENDENT PARTY:** It is agreed and understood that each party subject to this MOU will perform services and/or activities related to this MOU as an independent party, and not as an employee or agent of the other party.
8. **ASSIGNMENT:** The parties hereto may not assign this MOU, in whole or in part, without the prior written consent of all parties.
9. **BINDING EFFECT:** The terms of this MOU shall be binding upon and inure to the benefit of each of the parties and each of their respective administrators, agents, representatives, successors and assigns.
10. **AGENCY AND PARTNERSHIP:** None of the parties are, by virtue of this MOU, a partner or joint venture with any other party, nor shall any party have any obligation with respect to the other party's debts or liabilities of whatever kind or nature.
11. **INDEMNIFICATION:** To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, each party shall defend, save, hold harmless and indemnify the other and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of that party or its officers, employees, contractors, or agents under this MOU.
12. **NON-DISCRIMINATION:** Each party agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, age or sexual orientation, suffer discrimination in the performance of this MOU when employed by either party. Each party agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Section V of the Rehabilitation Act of 1973 as amended, and all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Additionally, each party shall comply with the Americans with Disabilities Act of 1990 as amended, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.
13. **ATTORNEY FEES:** In the event an action, lawsuit, or proceeding, including appeal therefrom is brought for failure to fulfill or comply with any of the terms of this MOU, each party shall be responsible for its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding or appeal.

- 14. **NO WAIVER OF CLAIMS:** The failure by any party to enforce any provision of this MOU shall not constitute a waiver by that party of that provision or of any other provision of this MOU.
- 15. **SEVERABILITY:** Should any provision or provisions of this MOU be construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair or invalidate any of the other provisions of this MOU which shall remain in full force and effect.
- 16. **HEADINGS:** The headings of this MOU are for convenience only and shall not be used to construe or interpret any provisions of this MOU.
- 17. **APPLICABLE LAW:** This MOU shall be governed by and interpreted in accordance with the laws of the State of Oregon.
- 18. **ENTIRE AGREEMENT:** This MOU constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior or contemporaneous agreements or understandings between the parties, if any, whether written or oral, concerning the subject matter of this MOU which are not fully expressed herein. This MOU may not be modified or amended except by a writing signed by all parties.
- 19. **COUNTERPARTS:** This MOU may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

CROOK COUNTY:

KLAMATH COUNTY:

 By: _____
 Date: _____

 By: _____
 Date: _____

JEFFERSON COUNTY:

DESCHUTES COUNTY:

 By: _____
 Date: _____

 By: _____
 Date: _____



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 10, 2023

SUBJECT: Consideration of request to rename Pronghorn Club Drive as Juniper Preserve Drive

RECOMMENDED MOTION:
No Board action needed at this time.

BACKGROUND AND POLICY IMPLICATIONS:
The road proposed to be renamed extends for approximately 4.1 miles to the north of Powell Butte Highway. This private road is currently named Pronghorn Club Drive; an abutting property owner has submitted a request to change the name to Juniper Preserve Drive. On May17th, the Board is scheduled to consider Board Order 2023-019 to approve the requested road name change.

BUDGET IMPACTS:
None.

ATTENDANCE:
Audrey Stuart, Associate Planner



MEMORANDUM

TO: Board of County Commissioners

FROM: Audrey Stuart, Associate Planner

DATE: May 2, 2023

SUBJECT: May 10th Work Session for the Road Name Assignment of Juniper Preserve Drive (CDD File No. 247-23-000110-RN)

Background

A representative of an abutting property owner, Pronghorn Holdings LLC, initiated this road naming request as a land use application for a road naming change. No new development is proposed as part of this road naming application.

The existing private road extends for approximately 4.1 miles to the North of Powell Butte Highway and terminates at 65765 Pronghorn Club Drive. Thirteen properties have frontage on the subject road and these properties include undeveloped residential lots, common areas for Pronghorn Destination Resort, and roads segments that were platted as separate lots.

Staff Decision

The Community Development Department (CDD) reviewed the requested road name assignment under file no. 247-23-000110-RN. In consultation with the Deschutes County Property Address Coordinator, staff reviewed the proposed name of Juniper Preserve Drive. Staff found this proposed name complied with the standards of DCC 16.16.030(E)(1) and (2).

Under DCC 16.16.030(B), public comments on the proposed road name are limited to those parties owning property abutting the affected road or having an address on the affected road. Staff mailed notice of the application to these parties on February 24, 2023, and a notice of the staff decision was mailed on May 3, 2023.

The staff decision will become final, absent an appeal, at the end of the 10-day appeal period on May 15, 2023.

As of this writing, staff has not received any questions, written opposition, or appeals on the proposed name.

Next Steps

DCC 16.16.030(l) requires the Board to sign an order approving the name within 10 days of the staff decision becoming final. Assuming the Board supports approving the proposed road name, the Board must sign the corresponding order, Board Order 2023-019, no later than May 25, 2023. Approving this order at the meeting scheduled on May 17, 2023 will ensure this timeline is met.

If staff receives any submittals prior to the May 10, 2023 meeting, staff will bring the materials to the Board's attention and enter them into the record.

Staff is available for any questions.

Enclosures: CDD Staff Findings and Decision (247-23-000110-RN)
Board Order 2021-030
Road Location Map



FINDINGS AND DECISION

FILE NUMBER: 247-23-00110-RN

APPLICANT: Ralph Giffin

REQUEST: The applicant requests to rename an existing local access road from Pronghorn Club Drive to Juniper Preserve Drive.

STAFF CONTACT: Audrey Stuart, Associate Planner

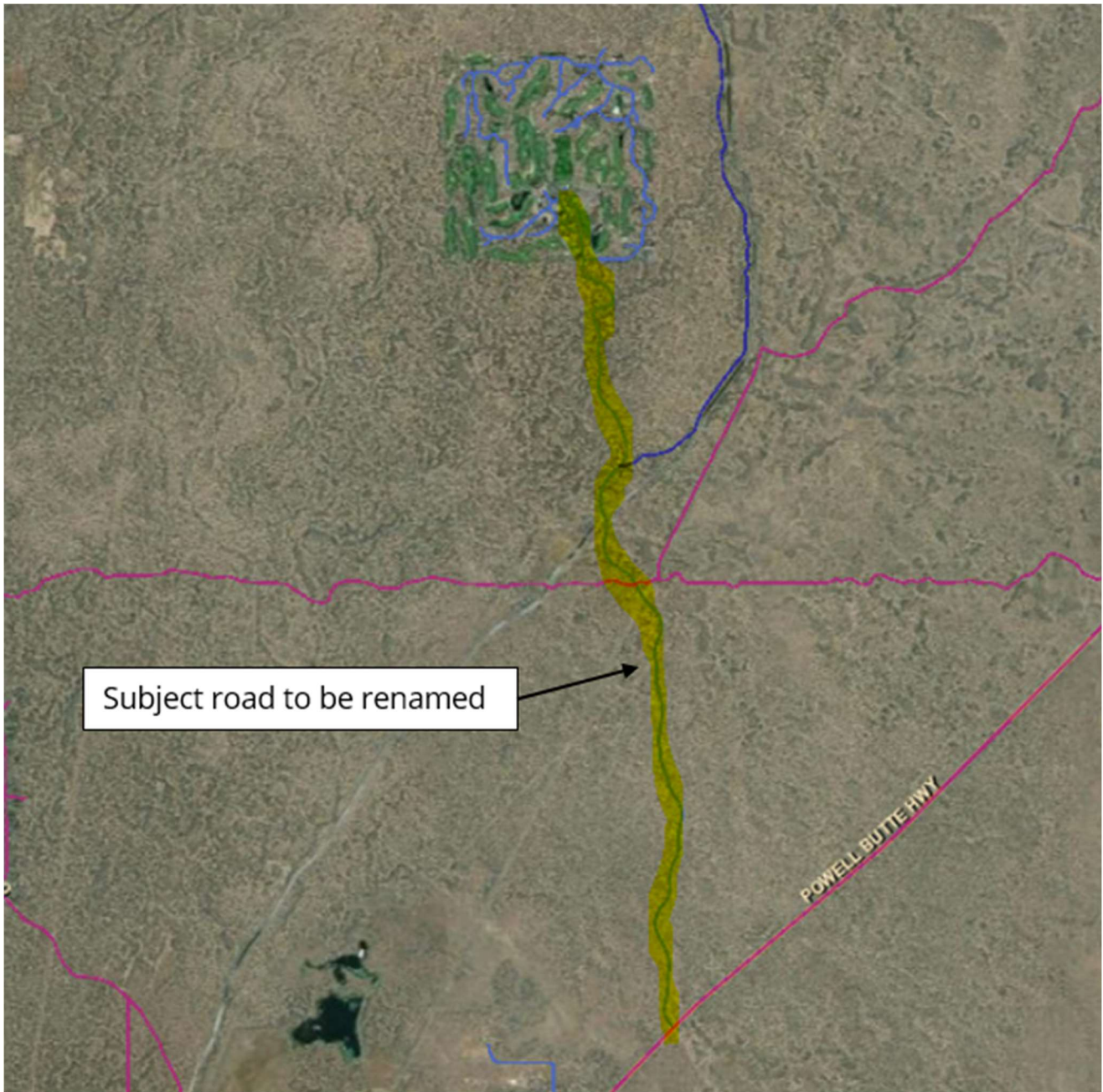
I. APPLICABLE CRITERIA:

Deschutes County Code (DCC)
 Title 16, Addresses and Road Names
 Chapter 16.16, Road Naming
 Title 22, Deschutes County Development Procedures Ordinance

II. BASIC FINDINGS:

LOCATION: The subject area is a local access road which extends north from Powell Butte Highway, and is approximately four miles long. The subject local access road passes through public land owned by Bureau of Land Management (BLM) for approximately 3.5 miles before terminating within the core area of Pronghorn Destination Resort. The properties with frontage along the subject road are all either owned by BLM or located within Pronghorn Destination Resort. The road is further described as being located on Tax Maps 16-13-00, 16-13-16, and 17-13-00.

Figure 1: Map of Subject Area



Pursuant to Deschutes County Code (DCC) 16.16.030, the applicant, Ralph Giffin, initiated the application to establish the new name for the local access road on February 17, 2023.

AFFECTED PROPERTIES: The following properties have frontage on, and take access from, this road¹.

ADDRESS	LEGAL DESCRIPTION
---------	-------------------

¹ Staff notes that within Pronghorn Destination Resort, the road right-of-way for Pronghorn Club Drive is platted as separate parcels, including Tax Lot 600 on Assessor’s Map 16-13-16D and Tax Lot 200 on Assessor’s Map 16-13-16C.

No assigned address	17-13-00, Tax Lot 100
No assigned address	16-13-00, Tax Lot 100
No assigned address	16-13-16D, Tax Lot 101
65595 Pronghorn Club Dr	16-13-16D, Tax Lot 300
No assigned address	16-13-16DC, Tax Lot 100
65700 Pronghorn Club Dr	16-13-16D, Tax Lot 800
No assigned address	16-13-16DC, Tax Lot 2400
No assigned address	16-13-16DC, Tax Lot 2600
65651 Pronghorn Club Dr	16-13-16DC, Tax Lot 2700
65661 Pronghorn Club Dr	16-13-16DC, Tax Lot 2800
65671 Pronghorn Club Dr	16-13-16CD, Tax Lot 2800
65681 Pronghorn Club Dr	16-13-16CD, Tax Lot 2900
23000 Ghost Tree Ln	16-13-16CA, Tax Lot 90000

REVIEW PERIOD: The subject application was submitted on February 17, 2023, and remaining application materials were submitted on March 2, 2023. This application will be reviewed in accordance with DCC 16.16 and requires final approval by the Board of County Commissioners (BOCC) per DCC 16.16.030(I).

PUBLIC AGENCY COMMENTS: The Planning Division mailed notice on February 24, 2023 to several public agencies and received the following comments:

Deschutes County Address Coordinator, Tracy Griffin

9-1-1 has no concern for confusion for this road name change proposal to change Pronghorn Club Drive to Juniper Preserve Drive. There are two structures, the clubhouse and the pool complex; four undeveloped residential properties and the Jack Nicklaus Signature Golf Course (including structures) with addresses that will need to be changed. Once the road dedication is complete I will determine new addresses and submit address change letters to the property owners.

Deschutes County Senior Transportation Planner, Peter Russell:

I have reviewed the transmittal materials for 247-23-000110-RN to rename Pronghorn Club Drive to Juniper Preserve Drive; this private road is found on County Assessor's Tax Map 16-13-00, 16-13-16, and 17-13-00. This private road extends approximately four miles between Powell Butte Highway and the former Pronghorn destination resort which has since been renamed Juniper Preserve. Staff is agnostic on the renaming of this existing private road, but notes in the Road Department database there are already seven roads containing the name Juniper and only three with Pronghorn. Staff will defer to the Property Address Coordinator if this may proposed renaming may cause confusion to 9-1-1 or other first responders.

The following agencies did not respond to the notice: 911, Deschutes County Road Department, Deschutes County Sheriff's Office, Deschutes County Surveyor, Redmond Area Parks and Recreation

District, Redmond Fire and Rescue, Redmond School District 2], State Wastermater’s Office, Pronghorn Estates LLC, and Bureau of Land Management.

PUBLIC COMMENTS: Notice was mailed to the affected properties on February 24, 2023, per DCC 16.16.030(B). The affected properties are all owned by four property owners, which include BLM and three organizations affiliated with Pronghorn. The applicant also posted a proposed road name sign. No public comments were received.

III. CONCLUSIONARY FINDINGS:

CHAPTER 16.16, ROAD NAMING

Section 16.16.010, Road Naming Authority.

- A. Deschutes County, through the Community Development Department, shall have the authority to and shall assign road names to roads requiring names as provided in DCC 16.16.**

FINDING: The subject road naming application is being reviewed by the Deschutes County Community Development Department. This criterion is met.

Section 16.16.020, Unnamed Roads.

All unnamed public and private roads and other roadways which provide access to three or more tax lots, or which are more than 1,320 feet in length, shall be assigned a name in accordance with the procedures in DCC 16.16.030.

FINDING: The subject local access road provides access to 13 tax lots. The name Pronghorn Club Drive was previously assigned to this road and the original name was assigned in accordance with the procedures in DCC 16.16.030. Based on the length of the subject road and the number of lots served, staff finds the subject access road is required to be assigned a name. This criterion will be met.

Section 16.16.030, Procedures for Naming New Roads.

- A. Application.**
 - 1. The naming of a road may be initiated by the Community Development Department, Planning Commission, the Board, or by application of adjacent property owners, developers, or public agencies which may be affected by road names.**

FINDING: Staff notes the subject local access road was previously assigned the name Pronghorn Club Drive and is therefore not a new road. However, pursuant to DCC 16.16.040(C), road name changes are subject to the standards and procedures in DCC 16.16.030. Therefore, staff addresses applicable standards below even though the subject road is an existing road to be renamed.

This application was initiated by Ralph Giffin on behalf of Pronghorn Holdings LLC, the property owner of Tax Lot 101 on Assessor’s Map 16-13-16D. A Road Naming application was filed with Deschutes County on February 17, 2023. This criterion is met.

- 2. An application to name a road shall be submitted to the Community Development Department and shall include, at a minimum, the following:**
 - a. Name of applicant;**
 - b. Location of road by description and or map;**
 - c. Legal status of road, if known;**
 - d. Proposed road name, with two alternate proposed names;**
 - e. Reason for name request;**
 - f. Petition(s) attached, if any, and**
 - g. Fee, if any, as established by the Board.**

FINDING: The applicant submitted application materials and the required fee on February 17, 2023. The application materials indicated the preferred road name of Juniper Preserve Drive. Staff requested two alternative names per DCC 16.16.030(2)(D), as well as clarification of the extent and location of the road to be renamed. The applicant responded in an email dated March 2, 2023, and all other information was provided or gathered through staff research. Staff therefore finds these criteria are met.

- B. Notice of a proposed name assignment shall be sent to all persons owning property abutting the affected road or having an address on the affected road. Such notices shall be sent within 10 days of the receipt of an application, if any, or other action initiating the proposed road name assignment.**
- C. Persons receiving notice under DCC 16.16.030(B) shall promptly notify any tenants or other occupants of the affected property of the proposed road name assignment.**
- D. Any person receiving notice under DCC 16.16.030(B) above may comment in writing on the proposed name within 10 days from the date of notice.**

FINDING: On February 24, 2023, staff mailed notice of this pending application to all property owners abutting the subject road to be named. The mailed notice included a statement requiring the recipient to notify any tenants or other occupants of the affected properties of the proposed road name assignment. No public comments were received. These criteria are met.

- E. Standards**
 - 1. General. The proposed road name shall:**
 - a. Be limited to a maximum of two words.**
 - b. Not duplicate existing road names, except for continuations of existing roads.**
 - c. Not sound so similar to other roads as to be confusing.**
 - d. Not use compass directions such as North, East, South, etc., as part of the road name.**
 - e. Not use designations such as Loop, Way, Place, etc., as part of the road**

- name.*
- f. Improve or clarify the identification of the area.**
- g. Use historical names, when possible.**
- h. Reflect a consensus of sentiment of affected property owners and occupants, when possible, subject to the other standards contained in DCC 16.16.030.**

FINDING: The applicant submitted three proposed names and indicated that Juniper Preserve Drive was the preferred name. The two alternative names that were provided are Huntington Drive and Troon Drive.

There is currently one road in Deschutes County with an assigned name of Huntington Road. Staff finds this alternative name does not meet the criteria of DCC 16.16.030(E)(1)(b) and is therefore not a valid option. Despite the slight difference between Huntington *Road* and Huntington *Drive*, staff finds this proposed road name to be a duplicate.

Similarly, there is currently a road in Deschutes County with an assigned name of Troon Avenue. Staff therefore finds the proposed alternative name of Troon Drive duplicates an existing road name, and does not comply with DCC 16.16.030(E)(1)(b).

Juniper Preserve Drive does not duplicate an existing road name in Deschutes County and nor does it sound similar enough to other road names to be confusing. Staff notes the word 'juniper' is used in other road names within Deschutes County, but Juniper Preserve is distinct enough that staff finds it complies with DCC 16.16.030(E)(1)(c). Staff finds this proposed road name does not use compass directions, or use designations as part of the road name.

The application form indicates the reason for the proposed name change is that the name of the resort is changing. The subject local access road provides the only point of access into Pronghorn Destination Resort, and staff finds updating the road name to match the future name of the destination resort will aid in navigation. As noted above, staff mailed notice of the proposed road name change to impacted property owners on February 24, 2023, and no comments were received in opposition.

- 2. Particular Roads. The proposed road name shall also conform to the following standards:**
 - a. North/South roads shall be called "roads" or "streets."**
 - b. East/West roads shall be called "avenues."**
 - c. Roads dead-ending in a turnaround 1,000 feet or less from their beginning points shall be called "courts."**
 - d. Roads of reduced right-of-way or curving roads of less than 1,000 feet shall be called "lanes" or "terraces."**
 - e. Curving roads longer than 1,000 feet shall be called "drives" or "trails."**
 - f. Roads that deviate slightly from the main course of a road with the same name, are less than 1,000 feet in length, shall be called "places."**
 - g. Roads that are four lanes or more shall be called "boulevards."**

- h. Historical roads shall be called “market roads.”***
- i. Roads running at oblique angles to the four points of the compass, less than 1,000 feet in length, shall be called “ways.” (See Appendix “D,” attached hereto.)***
- j. Roads that begin at and circle back onto the same road, or that are circular or semicircular, shall be called “circles” or “loops.”***

FINDING: The subject local access road runs roughly from north to south, but follows a meandering path with a significant number of curves. Within Pronghorn Destination Resort, the subject road curves around a golf course and several common space lots. The road extends for approximately 21,000 feet, and is therefore greater than 1,000 feet in length. Staff finds the description under DCC 16.16.030(E)(2)(e), above, best matches the subject road. Therefore, the proposed suffix of “drive” is appropriate for the proposal.

F. Staff Review and Road Name Assignment: The Community Development Department shall review road name applications and shall assign road names under the following procedure:

- 1. Verify legal status of road with the County Clerk’s office and Road Department.***

FINDING: The subject road is a private road and therefore was not created through a deed of dedication. Comments provided by Deschutes County Senior Transportation Planner dated April 3, 2023, verify the legal status of the road based on available records from the Deschutes County Road Department. Staff finds the legal status of the road has been verified and this criterion is met.

- 2. Check proposed road name(s) to avoid duplication or confusing similarity with other existing road names, with those on approved preliminary land divisions and with those approved for future use.***

FINDING: Staff has verified that the proposed name does not duplicate or sound confusingly similar to an existing road name. Comments from the Deschutes County Property Address Coordinator did not identify any issues with the proposed road name, including any conflicts with existing or proposed road names. Staff finds this criterion is met.

- 3. Perform a field check, when necessary.***
- 4. Assist the applicant or other affected person(s) to find alternate names when required.***

FINDING: Staff determined a field check was not necessary, based on the availability of Deschutes County records and information provided by the applicant. The application materials submitted on February 17, 2023, only included one proposed road name. The applicant then provided two alternate road names in an email dated March 2, 2023. Therefore, no assistance was required to help the applicant or other affected persons identify alternate names.

- 5. Notify appropriate persons, departments and agencies of the road name***

application, and request comments.

- 6. Review and consider all comments submitted.**
- 7. Assign a road name in accordance with the standards set forth in DCC 16.16.030(E) above.**

FINDING: A Notice of Application was sent to impacted property owners, and all appropriate departments and agencies. This Notice of Application requested that interested parties submit comments to the record, and no public comments were received. Comments from agency staff were reviewed and considered, and those comments are included in the Basic Findings, above. The assigned name, Juniper Preserve Drive, meets the standards of DCC 16.16.030(E). These criteria are met.

- G. Notice of Staff Decision. Following assignment of a road name by the Community Development Department, notice of the road name assignment shall be sent to all persons entitled to notice under DCC 16.16.030(B).**
- H. Appeal. Affected property owners and occupants shall have the right to appeal the assignment of a road name by the Community Development Department. Such appeals shall be conducted in accordance with the provisions of the Deschutes County Development Procedures Ordinance, except where the provisions of DCC 16.16.030 conflict with the procedures ordinance, in which case the provisions of DCC 16.16.030 shall apply. Affected property owners and occupants shall have 10 days from the date of the staff decision in which to file an appeal. Issues on appeal shall be limited to whether the Community Development Department correctly applied the criteria set forth herein.**

FINDING: A Notice of Staff Decision will be mailed in accordance with the requirements of DCC 16.16.030(B). Affected property owners and occupants shall have 10 days from the date of the staff decision to file an appeal. These criteria will be met.

- I. A road name assignment becomes final when no further right of appeal established herein is possible. Within 10 days of the road name assignment becoming final, the Board shall sign an order establishing the road name as assigned by the Community Development Department.**

FINDING: Within ten (10) days of this decision becoming final and absent an appeal, the proposed road name assignment of Juniper Preserve Drive will become final under Board Order 2023-019. This criterion will be met.

- J. The affected property owners and occupants shall have 180 days from the date of the Board order of road name assignment to begin using the road name.**

FINDING: To ensure compliance, a condition of approval has been added. This criterion will be met.

- K. Notice of Decision. Following the order of the Board naming a road, the Community Development Department shall:**

1. **Notify the applicant requesting the road name of the action**
2. **Send copies of the order naming the road to the following:**
 - a. **Road Department**
 - b. **Assessor's Office and Tax Office**
 - c. **Postmaster**
 - d. **Planning Department**
 - e. **County Clerk's office**
 - f. **Affected telephone and other utilities**
 - g. **Affected fire department(s)**
 - h. **Local school district(s)**
 - i. **Emergency services, i.e., police, fire, 911, etc.**
3. **File the original order naming a new road with County Clerk**
4. **On a monthly basis, the Community Development Department shall publish a list of changed road names in a newspaper of general circulation designated for the purpose of the Board.**

FINDING: A Notice of Decision will be sent out following action by the Board to approve the assigned road name. Notice will be sent to the applicant as well as the agencies listed in DCC 16.16.030(K)(2)(a-i). The original order by the Board will be recorded with the County Clerk. Within one month of final approval by the Board, the road name change will be published in a newspaper of general circulation. These criteria will be met.

Section 16.16.040, Procedures And Standards For Changing Existing Road Names

The following procedures and standards shall apply to the changing of existing road names:

- A. **An existing road name may be changed by the Community Development Department if the existing name:**
 1. **Duplicates a pre-existing road name within the same postal zip code or geographic area;**
 2. **Sounds like or is spelled so similarly to a pre-existing road name in the same postal zip code or geographic area as to cause confusion between the two roads;**
 3. **Is known by more than one name;**
 4. **Is different than the name of the road of which it is a continuation; or**
 5. **Is not consistent with County road naming standards set forth in DCC 16.16.**

FINDING: The application materials indicate the name of the resort is changing and staff finds the name of the resort is closely related to the name of the subject road. The subject road extends off of Powell Butte Highway and provides the only access point to the resort. All of the properties served by the subject road are either located within the resort or are vacant, publically-owned surrounding parcels. Staff finds the subject road meets the standard of DCC 16.16.040(A)(3), above, because directional signage is already utilizing the new resort name, and the road is therefore known by both Pronghorn and Juniper Preserve.

B. In choosing which road name to change as between two or more roads with the same or similar names (affected roads), the department shall consider the following factors:

- 1. The number of properties, developed and undeveloped, abutting each affected road;**
- 2. The length of time a name has been in use to designate each affected road and whether the name used to designate each road has any historic significance;**
- 3. Whether one affected road as named is relatively better known by the general public than the other affected road or roads as named;**
- 4. Any showing that a proposed road name change would be relatively more burdensome to abutting property owners than if another affected road name were changed.**

FINDING: The subject road is not being renamed on the basis that two or more roads have the same or similar names. Staff therefore finds the criteria above do not apply to the subject application.

C. Proposed name changes shall proceed under the process specified under DCC 16.16.030.

FINDING: The subject application is being processed pursuant to the process specified under DCC 16.16.030. The standards of DCC 16.16.030 are addressed above, and staff finds this criterion is met.

IV. CONCLUSION:

Based on the foregoing findings, staff concludes that the proposed road name can comply with the applicable standards and criteria of the Deschutes County Road Naming Ordinance if conditions of approval are met.

Other permits may be required. The applicants are responsible for obtaining any necessary permits from the Deschutes Road Department as well as any required state and federal permits.

The Deschutes County Road Department will coordinate the posting of a new road sign with the Property Address Coordinator. Please coordinate with the Deschutes County Road Department regarding fees related to the creation and installation of the new road sign.

V. DECISION:

APPROVAL, subject to the following conditions of approval.

VI. CONDITIONS OF APPROVAL:

- A.** The affected property owners and occupants shall have 180 days from the date of the Board Order of road name assignment to begin using the road name.
- B.** Applicant shall cause for the installation of new road name signage in accordance with applicable Deschutes County Road Department standards. Applicant may either engage a contractor to furnish and install new road name signage, which will be subject to the applicant or their contractor obtaining a right of way activity permit from the Road Department, or pay the applicable fee to have the Road Department furnish and install new road name signage.

VII. DURATION OF APPROVAL:

This decision becomes final ten (10) days after the date mailed, unless appealed by a party of interest. Issues on appeal shall be limited to whether the Community Development Department correctly applied the criteria set forth herein. To appeal, it is necessary to submit a Notice of Appeal, the appeal fee of \$250.00 and a statement raising any issue relied upon for appeal with sufficient specificity to afford the Hearings Body an adequate opportunity to respond to and resolve each issue.

Within ten (10) days of this decision becoming final and absent an appeal, the Board of County Commissioners shall approve the subject road name assignment pursuant to Board Order 2021-030.

Copies of the application, all documents and evidence submitted by or on behalf of the applicant and applicable criteria are available for inspection at no cost. Copies can be purchased for 25 cents per page.

NOTICE TO MORTGAGEE, LIEN HOLDER, VENDOR OR SELLER: ORS CHAPTER 215 REQUIRES THAT IF YOU RECEIVE THIS NOTICE, IT MUST BE PROMPTLY FORWARDED TO THE PURCHASER.

DESCHUTES COUNTY PLANNING DIVISION



Written by: Audrey Stuart, Assistant Planner

A handwritten signature in black ink, appearing to read "Will Groves". The signature is fluid and cursive, with the first name "Will" being larger and more prominent than the last name "Groves".

Reviewed by: Will Groves, Planning Manager

REVIEWED

LEGAL COUNSEL

05/10/2023 Item #9.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Assigning the Name of Juniper Preserve *
Drive to a Private Road Which Extends North * ORDER NO. 2023-019
From Powell Butte Highway, Approximately 2.3 *
Miles Northeast of McGrath Road. *

WHEREAS, Pronghorn Holdings LLC applied to assign a road name pursuant to Deschutes County Code, Title 16, Addresses and Road Names, to assign the name of Juniper Preserve Drive to a private road currently named Pronghorn Club Drive, located in Township 17 South, Range 13 East, Sections 3 and 4, and Township 16 South, Range 13 East, Sections 34, 27, 28, 21, and 16 W.M.; and

WHEREAS, all public notices required to be given under DCC 16.16.030(B) regarding the proposed name have been given; and

WHEREAS, the appeal period for appealing the Community Development Department’s approval expired; and

WHEREAS, DCC 16.16.030(I) requires the road names be assigned by order of the Board of County Commissioners; now, therefore,

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, HEREBY ORDERS as follows:

Section 1. That the name of Juniper Preserve Drive be assigned to a private road to provide access to the properties at Township 17 South, Range 13 East, Sections 3 and 4, and Township 16 South, Range 13 East, Sections 34, 27, 28, 21, and 16, as set forth in Exhibit “A,” attached hereto and incorporated herein.

///

Dated this _____ of _____, 20__

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, CHAIR

PATTI ADAIR, VICE CHAIR

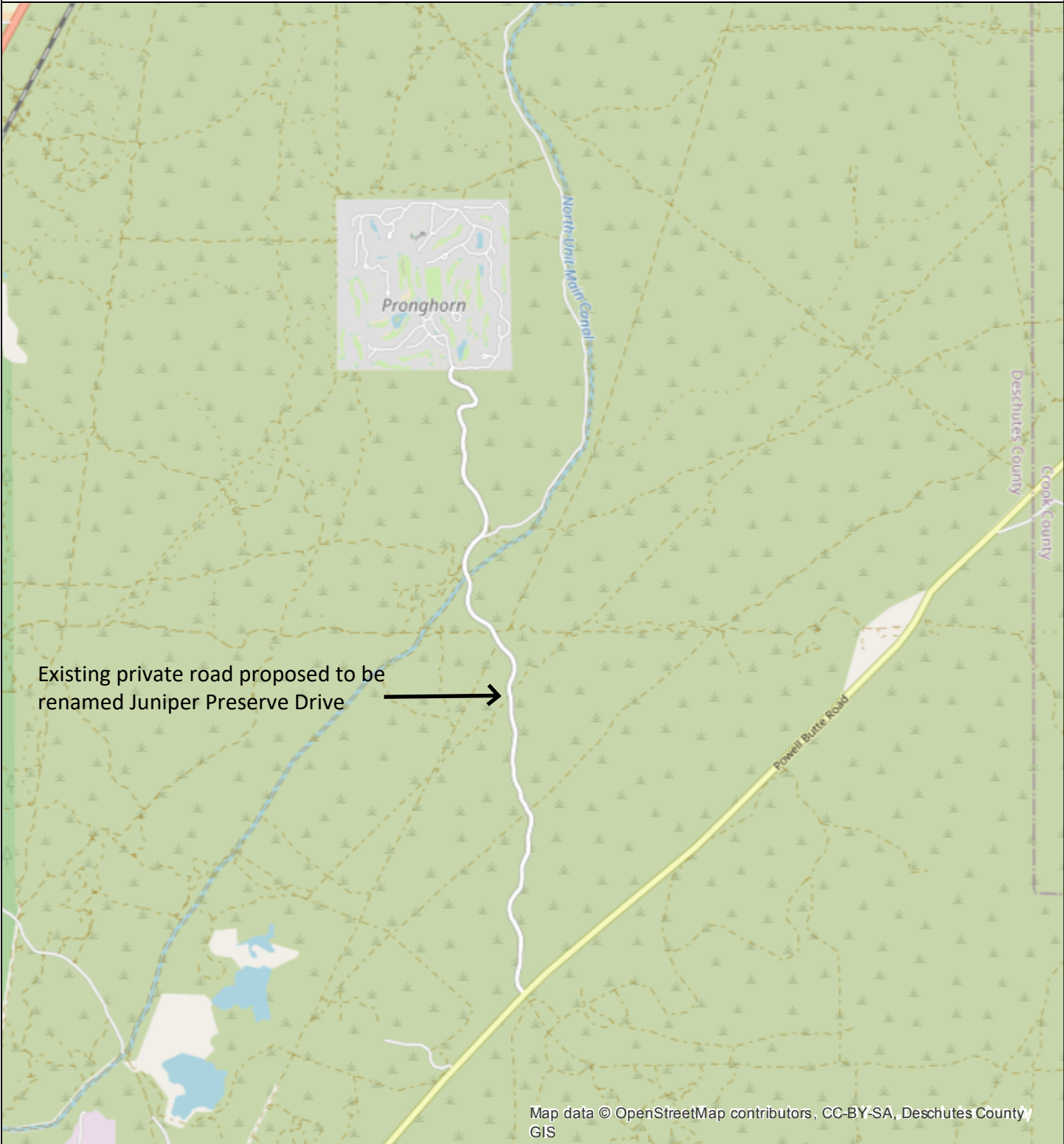
ATTEST:

Recording Secretary

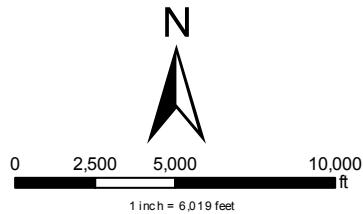
PHIL CHANG, COMMISSIONER

Exhibit A

Board Order 2023-019



Date: 5/2/2023





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 10, 2023

SUBJECT: Resolution No. 2023-023, allocating \$36,675 of contingency within video lottery to grant programs

RECOMMENDED MOTION:

Move approval of Resolution No. 2023-023, allocating \$36,675 of contingency within video lottery to grant programs in the video lottery fund.

BACKGROUND AND POLICY IMPLICATIONS:

Each year, the Board of Commissioners reviews anticipated revenue from the County's portion of video lottery proceeds for the upcoming fiscal year and develops an expenditure plan that has historically included funding for economic development activities, various projects, support for other organizations, and grant programs.

Typically, due to the timing of the budget process, staff estimates the coming year's expenditures before the Board finalizes their allocations for Fund 165. In FY 2023, it appears the original staff estimates for expenditures were not updated when the Board approved its expenditure plan.

This resolution encompasses the amount needed for that adjustment (\$26,100) and includes funds needed for mid-year allocations made by the Board, including:

- REDI event sponsorship- \$575
- KOR fundraising event sponsorship- \$1,000
- Discretionary grants fundraising activities- \$9,000

BUDGET IMPACTS:

Increasing appropriations in Video Lottery Fund by \$36,675 and decreasing contingency by \$36,675 within Video Lottery Fund for additional projects in FY23.

ATTENDANCE:

Stephanie Robinson, Administrative Services
Dan Emerson, Finance

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution to Increase Appropriations *
Within the 2022-23 Deschutes County Budget * RESOLUTION NO. 2023-023
*

WHEREAS, Administrative staff presented to the Board of County Commissioners on 04/13/22 with regards to allocating Video Lottery funds for priority items. The Board of Commissioners have since identified additional priority items and requested the use of video lottery contingency, and

WHEREAS, ORS 294.463 allows the transfer of Contingency within a fund when authorized by resolution of the governing body, and

WHEREAS, it is necessary to increase appropriations by \$36,675 within the Video Lottery Fund and decrease contingency by \$36,675 within the Video Lottery Funds, now, therefore;

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

Section 1. That the following expenditures be budgeted in the 2022-23 County Budget:

<u>Video Lottery Fund</u>	
Program Expense	\$ 36,675
Contingency	\$ (36,675)

Section 2. That the Chief Financial Officer make the appropriate entries in the Deschutes County Financial System to show the above appropriations:

DATED this _____ day of May, 2023.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

ATTEST:

PATTI ADAIR, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner



**BOARD OF
COMMISSIONERS**

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 10, 2023

SUBJECT: Deliberations: Plan Amendment and Zone Change to approximately 93 acres located east of Bend between Neff Road and Highway 20

BACKGROUND AND POLICY IMPLICATIONS:

The Board of Commissioners will conduct deliberations regarding a request for a Plan Amendment and Zone Change (file nos. 247-22-000313-ZC, 314-PA) for approximately 93 acres, located east of Bend between Neff Road and Highway 20.

Additional background is included in the staff memorandum.

BUDGET IMPACTS:

None.

ATTENDANCE:

Nathaniel Miller, Associate Planner
Jacob Ripper, Principal Planner



MEMORANDUM

TO: Board of County Commissioners
FROM: Nathaniel Miller, AICP, Associate Planner
DATE: May 10, 2023
SUBJECT: Deliberations: A Plan Amendment and Zone Change (File nos. 247-22-000313-ZC, 314-PA).

The Board of County Commissioners ("Board") will conduct deliberations on May 10, 2023, to consider a request for a Comprehensive Plan Amendment and Zone Change (File nos. 247-22-000313-ZC, 314-PA). The subject properties are located east of, and adjacent to, the City of Bend Urban Growth Boundary. Tax Lot 1200 and Tax Lot 1201 contain a combined area of approximately 93 acres. The properties are addressed as 62385 Hamby Road and 21480 Highway 20. A location map is included as Attachment A.

I. BACKGROUND

A public hearing was conducted by a Hearings Officer on November 15, 2022. On December 15, 2022, the Hearings Officer issued a recommendation of approval for the proposed Plan Amendment and Zone Change. On April 5, 2023, the Board held a public hearing to hear additional testimony on the applications. The applicant agreed to an Open Record Period of a 7-day New Evidence and Testimony phase and 7-day Rebuttal phase. The applicant agreed to waive the Applicant's Final Legal Argument phase. The Open Record period closed at 4:00pm on April 19, 2022.

The attached Decision Matrix (Attachment B) is designed to assist the Board in their deliberations. It focuses on the contested aspects of the application and that require Board determinations or interpretations. There are four key issues identified in testimony and materials that are related to approval criteria for the subject application.

II. SUMMARY

Please see the Decision Matrix for Issue items and summaries.

III. RECORD

At the hearing, the applicant submitted written testimony and provided oral testimony, but did not raise new issues. A new letter of objection from an opponent was also submitted prior to the hearing. These submittals can be accessed on the project website and record located at the link below.

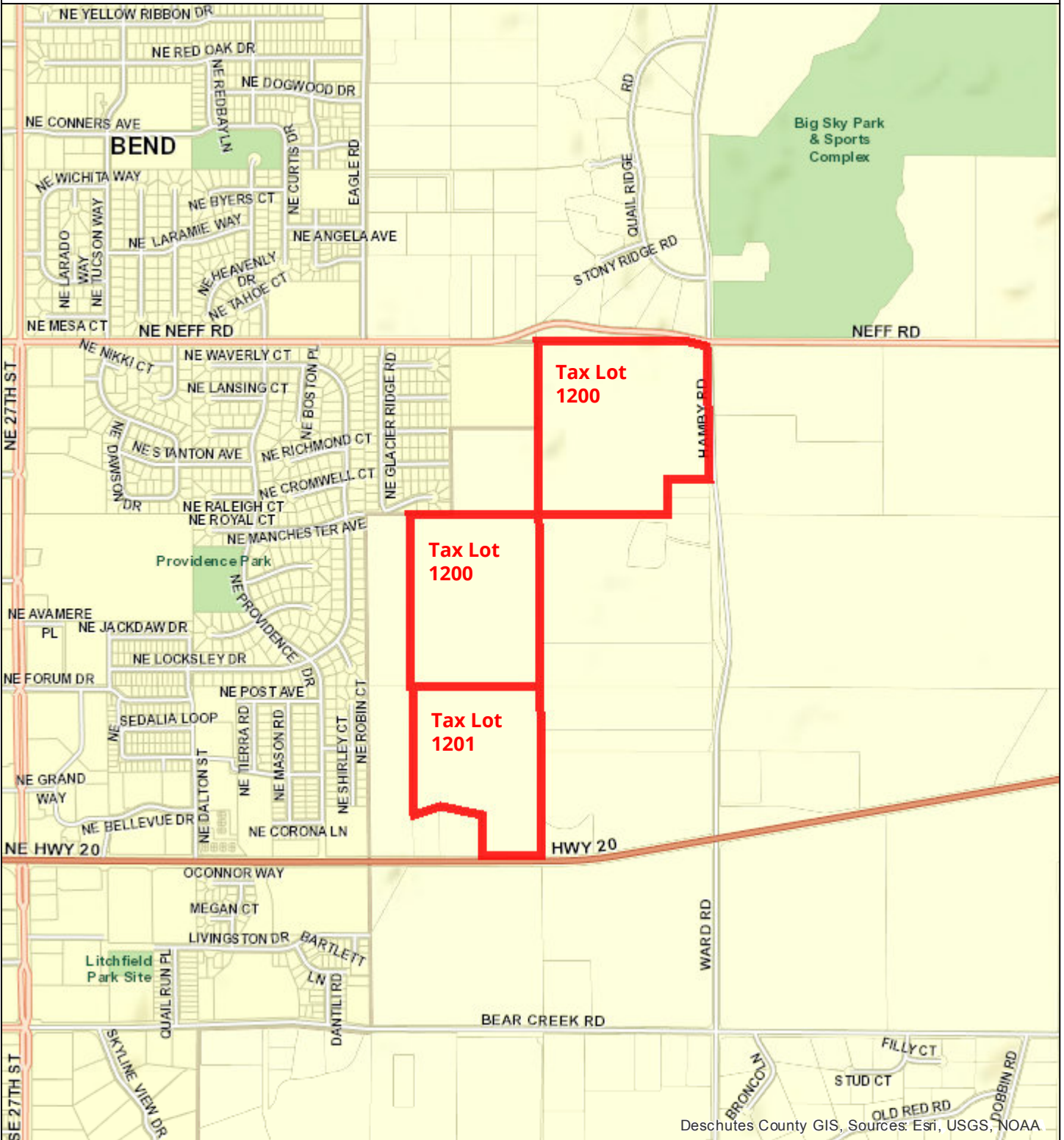
The record for file nos. 247-22-000313-ZC, 314-PA is as presented at the following Deschutes County Community Development Department website:

[https://www.https://www.deschutes.org/cd/page/247-22-000313-zc-247-22-000314-pa-te-amo-despacio-llc-cth-investments-llc-properties.org/cd/page/247-22-000313-zc-247-22-000314-pa-te-amo-despacio-llc-cth-investments-llc-properties](https://www.deschutes.org/cd/page/247-22-000313-zc-247-22-000314-pa-te-amo-despacio-llc-cth-investments-llc-properties.org/cd/page/247-22-000313-zc-247-22-000314-pa-te-amo-despacio-llc-cth-investments-llc-properties)

- Attachment A:** Location Map
- Attachment B:** Decision Matrix

File: 247-22-000313-ZC, 247-22-000314-PA

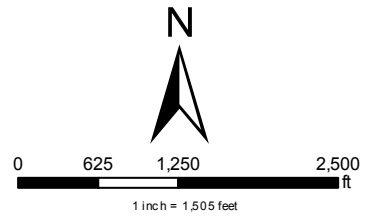
62385 Hamby Road, 21480 HWY 20



Deschutes County GIS, Sources: Esri, USGS, NOAA



Date: 4/25/2022



BOCC Decision Matrix

Plan Amendment/ Zone Change Land Use File Nos. 247-22-000313-ZC, 314-PA

Plan Amendment/ Zone Change Land Use File Nos. 247-22-000313-ZC, 314-PA					
Issue Area and Approval Criteria	Hearings Officer's Decision	Opponent's Position	Applicant's Position	Staff Comment	Board Determination
<p style="text-align: center;"><u>Goal 3: Part 1</u></p> <p>Does the subject property constitute agricultural land, as defined by OAR 660-033-0020(1)(a)?</p> <p><u>Applicable Criteria</u> Deschutes County Comprehensive Plan Policy 2.2.3, and Statewide Planning Goal 3.</p>	<p>The Hearings Officer found the subject property is not Goal 3 agricultural land under the statewide planning goals (Hearings Officer Decision pgs. 8 & 18).</p>	<p>Oppositional comments assert that there is usable soil in the tract and the potential for non-crop agricultural uses.</p>	<p>The Applicant asserts that the soils are unproductive and it is not feasible to obtain a profit in money due to existing land use patterns and high cost of required inputs such as irrigation systems and fertilizer.</p>	<p>Staff agrees with the Hearings Officer's findings based upon the submitted soils study analysis and the classification of unproductive soil types on the property.</p>	<p>Does the subject property constitute agricultural land under OAR 660-033-0020(1)(a)?</p> <ul style="list-style-type: none"> If no, the Board can continue reviewing the applications, and move to approve the Plan Amendment and Zone Change (PA/ZC). If yes, the Board must deny the PA/ZC.
Issue Area and Approval Criteria	Hearings Officer's Decision	Opponent's Position	Applicant's Position	Staff Comment	Board Determination
<p style="text-align: center;"><u>Goal 3: Part 2</u></p> <p>Whether the soil study provided by the applicant is sufficient to demonstrate the subject property consists of predominantly unproductive soils, or Class VII-VIII.</p> <p><u>Applicable Criteria</u> Deschutes County Comprehensive Plan Policy 2.2.13, and Statewide Planning Goal 3.</p>	<p>The Hearings Officer found the subject property is not Goal 3 agricultural land under the statewide planning goals and acknowledges the submitted soils report (Hearings Officer Decision pgs. 9 & 18).</p>	<p>Oppositional comments assert that an independent soil study is needed.</p>	<p>The Applicant asserts the site-specific soil study was prepared by a certified soil classifier.</p>	<p>Staff agrees with the Applicant and Hearings Officer on the issue area. The Board has previously approved Plan Amendment and Zone Change applications that relied on a property-specific soil study provided by the applicant.</p>	<p>Does the site-specific soil study show the property is predominantly Class VII-VIII soils?</p> <ul style="list-style-type: none"> If yes, the Board can continue reviewing the applications, and move to approve the PA/ZC. If no, the Board may deny the application because the property meets the definition of Goal 3 "agricultural land".

BOCC Decision Matrix

Issue Area and Approval Criteria	Hearings Officer's Decision	Opponent's Position	Applicant's Position	Staff Comment	Board Determination
<p>Proximity to Bend Urban Growth Boundary (UGB), and the impact of the subject Plan Amendment/Zone Change on future UGB expansions.</p> <p><u>Applicable Criteria</u> Statewide Planning Goal 14. Staff notes the criteria of DCC 18.136.020(C)(1) may relate to this specific topic.</p>	<p>The Hearings Officer found Goal 14 does not apply to the subject application.</p> <p>Because future expansion of the Bend UGB was not tied to an applicable approval criteria, the Hearings Officer did not make any substantive findings regarding this topic. (Hearings Officer Decision pg. 20).</p>	<p>Oppositional comments assert that converting EFU-zoned property to MUA10-zoned property in this area is inefficient and unsustainable. Comments raised concerns about the type and density of development that will occur on the subject property.</p>	<p>The Applicant asserts these properties are eligible for future expansion of Bend's Urban Growth Boundary, and conversion would promote an efficient extension of urban services and facilitate future urban development.</p> <p>The applicant asserts Goal 14 is not applicable because the proposal does not involve property within an urban growth boundary and does not involve the urbanization of rural land.</p>	<p>Staff agrees with the Hearings Officer and notes the subject Plan Amendment and Zone Change does not approve any new development on the subject property. Future uses may require separate land use reviews, and will require the developer to obtain all required permits.</p>	<p>Is there an approval criterion which requires the Board to analyze the proximity of the proposed PA/ZC with respect to the UGB and future UGB expansions?</p> <ul style="list-style-type: none"> • If no, the Board can continue reviewing the applications, and move to approve the PA/ZC. • If yes, the Board may identify relevant criteria and make additional findings under those criteria.
Issue Area and Approval Criteria	Hearings Officer's Decision	Opponent's Position	Applicant's Position	Staff Comment	Board Determination
<p>Whether the Plan Amendment and Zone Change allows for affordable housing under the statewide planning system Goal 10.</p> <p><u>Applicable Criteria</u> Goal 10</p>	<p>The Hearings Officer found that the County's Goal 10 analysis allows for farm properties with poor soils to be converted to RR10 or MUA10 to satisfy the need for rural housing. (Hearings Officer Decision pg. 19).</p>	<p>Oppositional comments assert that rezoning the properties to MUA10 and large parcel sizes precludes reasonable pricing for affordable housing.</p>	<p>Rezoning the properties to MUA10 will help meet the need for rural housing. No development is proposed at this time.</p>	<p>Staff agrees with the Hearings Officer and notes the subject Plan Amendment and Zone Change does not approve any new development on the subject property. Future uses may require a separate land use review, and will require the developer to obtain all required permits.</p>	<p>Is there an approval criterion which requires the Board to analyze housing affordability for the subject Plan Amendment and Zone Change?</p> <ul style="list-style-type: none"> • If no, the Board can continue reviewing the applications, and move to approve the PA/ZC. • If yes, the Board may identify relevant criteria and make additional findings under those criteria.