



Oregon Board of Forestry

Wednesday and Thursday, June 4-5, 2025

Public Meeting Agenda

Public Meeting Information

The meeting will be open to the public, allowing for both in-person and virtual attendance. An opportunity for the public to provide live testimony will be available. Instructions to sign up for a live testimony slot can be found on our website: <https://www.oregon.gov/odf/board/Pages/bofmeetings.aspx>. Written testimony may be submitted by emailing the following address: boardofforestry@odf.oregon.gov and will be accepted prior to the meeting date, and up to two weeks after the meeting has ended. Submissions should include meeting date and agenda item number/topic header with the written submission.

In-Person Location:

Oregon Department of Forestry
2600 State St., Tillamook Room
Salem, OR 97310

Virtual Meeting Link:

<https://www.youtube.com/c/OregonDepartmentofForestry>

June 4, 2025 Agenda

Consent Agenda

A. Financial Dashboard for March, April, May

James Short (Chief Financial Officer)

An executive financial report and summary will be captured monthly to ensure the Board of Forestry has up-to-date information for oversight of the Department's financial condition. This report will include the financial and budgetary status of the Department as well as other ancillary topics as appropriate. This is an information item.

B. Board Governance Survey Results

Sabrina Perez (Agency Administration Strategic Advisor)

A summary report detailing the results of the Board of Forestry Governance Survey. The Board will need to approve of the report and plan to discuss next steps during the Board's fall retreat. This is a decision item.

C. Committee for Family Forestlands Appointments and Reappointments

Mike Kroon (Forest Resources Deputy Chief)

This agenda item includes an update on the appointment for members of the Committee for Forestlands (CFF). This is a decision item.

D. Rangeland Fire Protection Association Budgets

Stacy Savona (Acting- Wildfire Prevention and Policy Manager)

The purpose of this agenda item is to obtain Board approval of the annual budgets of the Rangeland Fire Protection Associations currently operating in Eastern Oregon. This is a decision item

E. Petersburg Rangeland Fire Protection Association Expansion – Request for Hearing

Stacy Savona (Acting – Wildfire Prevention and Policy Manager)

Requesting approval to move forward with a public hearing for expanding the Petersburg Rangeland Fire Protection Association. This is a decision item.

Oregon Department of Forestry

2600 State St., Salem, OR 97310

<https://www.oregon.gov/odf>



Oregon Board of Forestry

Wednesday and Thursday, June 4-5, 2025

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F. Silver Creek Rangeland Fire Protection Association Expansion <i>Stacy Savona (Acting Wildfire Prevention and Policy Manager)</i> The Board approved to proceed with a public hearing to expand the boundaries of the Silver Creek RFPA at the March 5, 2025, meeting. The public hearings were held. This agenda item is to present hearing testimony and request board approval of the expansion. <u>This is a decision item.</u>
Adoption of Post-Disturbance Harvest Rules* <i>Josh Barnard (Forest Resources Division Chief) and Nicole Stapp (Forest Resources Division Policy Advisor)</i> NOTE: This item has been removed from the consent agenda and will be presented on the Action and Information agenda, on day 2 of the Board of Forestry meeting, June 5, 2025.
G. Request for Proposal – Recruitment Services for State Forester Position <i>Shannon Rand (Procurement Director)</i> The purpose of this item is for the Board to initiate the Request for Proposal to solicit bids from potential vendors who may support the recruitment of the State Forester position. <u>This is a decision item.</u>

Action and Information

9:00 am	1. Opening Comments and Board Member Introductions <i>Chair Kelly, Acting State Forester Skinner, Members of the Board</i> This item serves as an opportunity for the Board Chair to offer housekeeping tips and best practices, and for Board Members to provide introductions. <u>This is an information item</u>
9:30 am	2. Public Forum – Day 1 <i>Member of the Public</i> Sign-up instructions for providing public comments are posted on the Board’s meeting webpage. Comments are limited to three minutes or less and are reserved for remarks on information items and topics off the agenda. <u>This is an information item.</u>
10:00 am	3. Legislative Session Update <i>Derrick Wheeler (Legislative Director)</i> This item serves as an opportunity for the Department to provide an update on the 2025 legislative session. <u>This is an information item.</u>
10:30	BREAK
10:45 am	4. State Forester Position Description and Desired Attributes <i>Members of the Board</i> The Board will review the State Forester position description and desired attributes to determine potential edits. 15 minutes of time will be dedicated to live testimony. Instructions for sign-up and submission are listed on the Board’s meeting webpage. <u>This is a decision item.</u>
11:30 am	5. Approve Designated Individual to Support State Forester Recruitment <i>Members of the board</i> The Board will consider approving a designated individual to support the State Forester recruitment with specific tasks. The Board is accepting testimony on this item. 15 minutes of time will be dedicated to live testimony. <u>This is a decision item.</u>



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12:00 pm	LUNCH
1:00 pm	<p>6. Wildfire Outlook and Response Readiness <i>Michael Curran (Protection Division Chief), Ron Graham (Protection Division Deputy Chief)</i> The Protection Division will provide an update to the Board on the 2025 wildfire season outlook and readiness. <u>This is an information item.</u></p>
1:30 pm	<p>7. Central Oregon and Northeast Oregon District Boundary Change <i>Levi Hopkins (Acting – Deputy Chief of Policy and Planning), Rob Pentzer (Central Oregon District Forester), Justin Lauer (Northeast Oregon District Forester)</i> The Board approved to proceed with public hearings for a proposed boundary change for the Central Oregon and Northeast Oregon Forest Protection District Boundaries and to revise the administrative rules which describe each boundary at the March 5, 2025 meeting. These hearings have occurred, and this agenda item is to present hearing testimony and seek approval of the boundary and rule change. The Board is accepting testimony on this item. 15 minutes of time will be dedicated to live testimony. Instructions for sign-up and submission are listed on the Board’s meeting webpage. <u>This is a decision item.</u></p>
2:00 pm	<p>8. Forest Protection Association Budgets <i>Michael Curran (Protection Division Chief), Ron Graham (Protection Division Deputy Chief)</i> The Protection Division will present the annual report for the approval of the Forest Protection District’s fiscal year budgets and rates to the Board. The Board is accepting testimony on this item. 15 minutes of time will be dedicated to live testimony. Instructions for sign-up and submission are listed on the Board’s meeting webpage. <u>This is a decision item.</u></p>
2:45 pm	<p>9. Board of Forestry Governance Committee Update <i>Brenda McComb (Governance Committee Chair), Liz Agpaoa, Heath Curtiss</i> The Governance Committee to present final proposed language changes for adoption by the Board of Forestry. The Board is accepting testimony on this item. 15 minutes of time will be dedicated to live testimony. Instructions for sign-up and submission are listed on the Board’s meeting webpage. <u>This is a decision item.</u></p>
3:15 pm	BREAK
3:30 pm	<p>10. Forestland Conversion Presentation <i>Hillary Foote (DLCD), Jim Johnson (1000 Friends), John Tokarczyk, Dan Hubner, Gary Lettman</i> The Board will receive a presentation on the data and statistics around forestland conversion to other land uses. This presentation will be led by Department staff and partners from the Department of Land Conservation and Development, as well as 1000 Friends. <u>This is an information item.</u></p>
4:30 pm	<p>11. Closing Comments <i>Board Chair, Acting State Forester Skinner</i> This item serves as an opportunity for the Board Chair to mop up an outstanding work. <u>This is an information item.</u></p>
5:00 pm	Adjourn Day 1 Meeting



Oregon Board of Forestry
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June 5, 2025 Agenda

Action and Information

8:30 am	<p>12. Opening Comments</p> <p><i>Chair Kelly, Acting State Forester Skinner, Members of the Board</i></p> <p>This item serves as an opportunity for the Board Chair to offer housekeeping tips and best practices, and introduce the agenda for the day. <u>This is an information item.</u></p>
8:45 am	<p>13. Public Forum</p> <p><i>Members of the Public</i></p> <p>Sign-up instructions for providing public comment are posted on the Board's meeting webpage. Comments are limited to two minutes or less. Forum is reserved for remarks on information items and topics off the agenda. Comment times may be reduced at the discretion of the Board Chair. <u>This is an information item.</u></p>
9:15 am	<p>14. Adoption of Post-Disturbance Harvest Rules*</p> <p><i>Josh Barnard (Forest Resources Division Chief) and Nicole Stapp (Forest Resources Division Policy Advisor)</i> In January 2023, the Board initiated post-disturbance harvest rulemaking as directed by Senate Bill 1501 (2022) and in February 2024 directed ODF to file a Notice of Proposed Rulemaking. During this agenda item the Department will summarize the rulemaking efforts to date as well as the results of the public comment period and present the Board with the available options for furthering the rulemaking. <u>This is a decision item, however no public comment opportunity will be available, as the public comment period has closed.</u></p>
9:45 am	<p>BREAK</p>
10:00 am	<p>15. State Forests Modeled Outcomes Discussion with the Forest Trust Land Advisory Committee</p> <p><i>Mike Wilson (State Forests Division Chief), Members of the Forest Trust Land Advisory Committee (FTLAC), Members of the Board of Forestry</i></p> <p>The State Forests Division will brief the Board on the results of scenario modeling for the draft Western Oregon State Forests Management Plan. The Board will discuss outcomes and trade-offs among the model scenarios with the Forest Trust Land Advisory Committee. <u>This is an information item.</u></p>
12:00 pm	<p>LUNCH</p>
12:30 pm	<p>15. State Forests Modeled Outcomes Discussion with the FTLAC (Continued)</p> <p><i>Mike Wilson (State Forests Division Chief), Members of the Forest Trust Land Advisory Committee (FTLAC), Members of the Board of Forestry</i></p> <p>The Board will continue discussions on potential outcomes and trade-offs among the model scenarios with the Forest Trust Land Advisory Committee. <u>This is an information item.</u></p>
2:30 pm	<p>16. Closing Comments</p> <p><i>Board Chair, Acting State Forester Skinner</i></p> <p>This item serves as an opportunity for the Board Chair to mop up an outstanding work. <u>This is an information item.</u></p>
3:00 pm	<p>Adjourn Day 2 Meeting</p>



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Public Meeting Agenda

NOTE: Times listed on the agenda are approximate. At the discretion of the chair, the time and order of agenda items—including the addition of breaks—may change to maintain meeting flow. The board will hear public testimony [*excluding marked items] and engage in discussion before proceeding to the next item. * A single asterisk preceding the item number marks a work session, and public testimony/comment will not be accepted

PUBLIC TESTIMONY: The Board of Forestry places great value on information received from the public. The Board will only hold public testimony at the meeting for decision items. The Board generally accepts written comments on all agenda items except consent agenda items, and other items as identified with an asterisk (*). Those wishing to testify or present information to the Board are encouraged to:

- Provide written summaries of lengthy, detailed information.
- Remember that the value of your comments is in the substance, not length.
- For coordinated comments to the Board, endorse rather than repeat the testimony of others.
- To ensure the Board will have an opportunity to review and consider your testimony before the meeting, please send comments no later than 72 hours before the meeting date. If submitted after this window of time the testimony will be entered into the public record but may not be viewed by the Board until after the meeting.
- To provide oral comments at an in-person meeting, register in advance using the information in the meeting agenda and sign in at the information table in the meeting room when you arrive. For virtual meetings, follow the signup instructions provided in the meeting agenda.
- Commenters have two to three minutes to make their comments. Comment on decision items is limited to 30 minutes per decision item.

Written comments for public testimony provide a valuable reference and may be submitted before, during, or up to two weeks after the meeting for consideration by the Board. Send to boardofforestry@odf.oregon.gov. All comments to the Board will become part of the official record of the meeting and made available to the public on the Board's webpage.

GENERAL INFORMATION: For regularly scheduled meetings, the Board's agenda is posted on the web at <https://www.oregon.gov/odf/board/Pages/bofmeetings.aspx> two weeks before the meeting date. During that time, circumstances may dictate a revision to the agenda, either in the sequence of items to be addressed or in the time of day the item is to be presented. The Board will make every attempt to follow its published schedule and requests your indulgence when that is not possible.

If you are experiencing technical issues or require accommodations, email boardofforestry@odf.oregon.gov or contact the Board Support Office at (503) 302-6344.

To provide the broadest range of services, lead-time is needed to make the necessary arrangements for offsite locations. If special materials, services, or assistance is required, such as a sign language interpreter, assistive listening device, or large print material, please contact our Public Affairs Office at least seven working days before the meeting via telephone at 503-945-7200 or fax at 503-945-7212.

Agenda Item No:	A
Work Plan:	Administrative
Topic:	Financial Dashboard
Presentation Title:	Department Financial Report for March, April, and May 2025
Date of Presentation:	June 4, 2025
Contact Information:	James D. Short, Department Chief Financial Officer (503) 302-8478, james.short@odf.oregon.gov

SUMMARY AND CONTEXT

An executive financial report and summary will be submitted monthly to ensure the Board of Forestry (Board) has up-to-date information for oversight of the Department's financial condition. This report will include the financial and budgetary status of the Department as well as other ancillary topics as appropriate.

BACKGROUND AND ANALYSIS

This consent item is transparent publishing of the Department's transmittal of monthly financial reports to the Board of Forestry. While executive-level in nature, the financial report provides information on various topics that are either germane, or have direct impacts on the financial status of the agency, or other administrative functions of the organization during any given month.

This financial report will continue to evolve. As the Department's reporting ability matures and insights into its operational and administrative work improve, this financial report will reflect those improvements. These improvements could include operational or process improvements or introducing new systems and technologies that enhance the Department's administrative capabilities.

NEXT STEPS

The Board will receive the Department's Financial Report the third week of every month, whether a Board meeting is occurring or not. This will allow the Department to report on the previous month while allowing for the fiscal month closing process to conclude.

ATTACHMENTS

- 1) Department of Forestry Financial Report for March 2025
- 2) Department of Forestry Financial Report for April 2025
- 3) Department of Forestry Financial Report for May 2025



Oregon

Tina Kotek, Governor

Department of Forestry
State Forester's Office
2600 State St
Salem, OR 97310-0340
503-945-7200
www.oregon.gov/ODF

April 1, 2025

Sen. Kate Lieber, Co-Chair
Rep. Tawna Sanchez, Co-Chair
Joint Committee on Ways and Means
900 Court St. NE, H-178
Salem, OR 97301

Re: Oregon Department of Forestry (ODF) - Monthly financial condition report

Dear Co-Chairs,

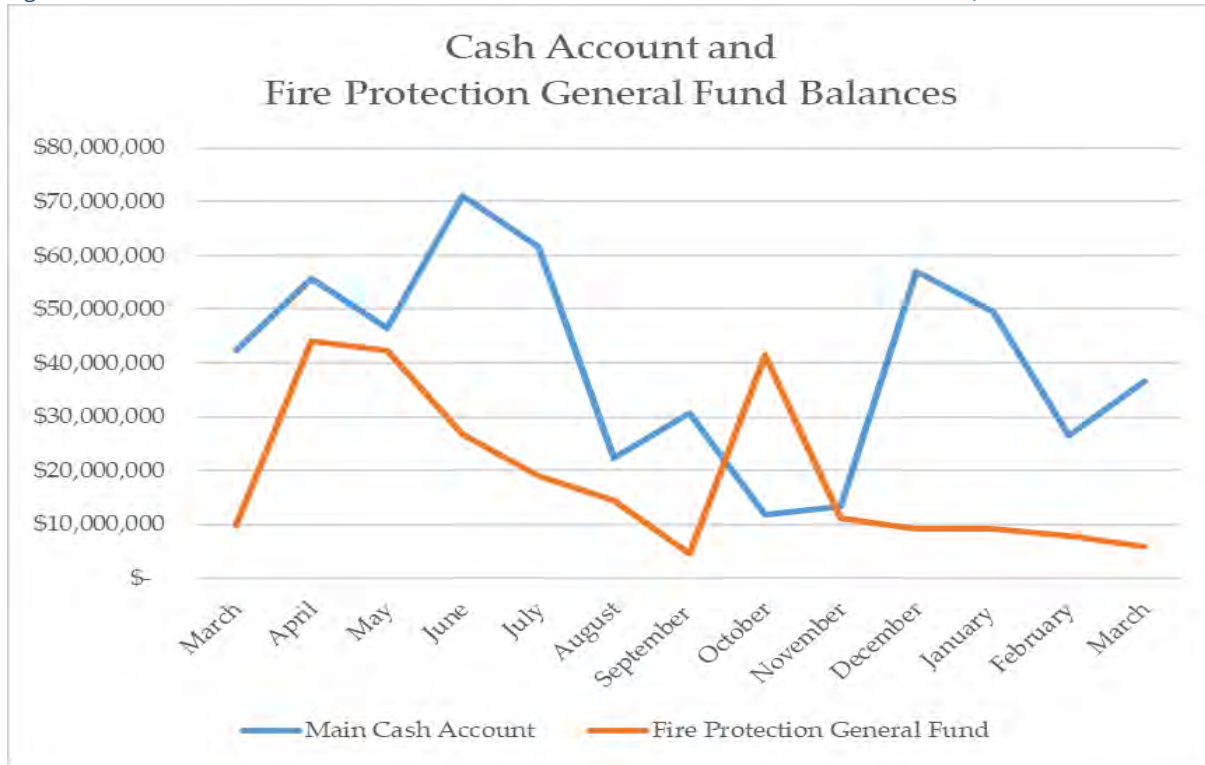
Due to the potential for impacts to ODF's financial condition, the department is monitoring changes in federal funding and staffing and staying closely connected with federal agencies to ensure we have the most current and accurate information possible. Federal funds are about 8% of ODF's 2023-25 biennial budget and, as described further down in this letter, there are considerable fire cost reimbursements from the federal government due to ODF for prior fire seasons.

As of today, we have not received confirmation of any impacts to obligated grants or other federal funding received by ODF. We continue to receive reimbursements from federal agencies for wildfire suppression and other activities. I assure you that ODF is unwavering in its commitment to protect Oregon's forests and will do all we can to limit impacts to Oregonians in the event of changes to federal funding.

Cash and General Fund Balances

As of March 2025, ODF's principal cash account balance was \$36.6 million, and the 2023-25 Protection Division General Fund appropriation balance was \$6 million (Figure 1). Between February and March, there was an increase of \$10 million to the cash account balance, and the Protection Division General Fund balance had a decrease of \$1.8 million.

Figure 1 - Cash Account and Fire Protection/Cash Flow General Fund Balances as of March 24, 2025.



Financial Projections

As a result of the 2024 Special Session, the department received \$82.1 million General Fund for the remaining net large fire obligation and \$109.4 million for deposit into the State Forestry Department Cash Flow Repayment Fund to aid cash flow for the remainder of the biennium. The receipt of this additional funding allows the department to process remaining vendor payments related to the 2024 fire season as well as reimburse DAS for September through November payroll runs.

Table 1 - Financial Projections through March 24, 2025 (in thousands)

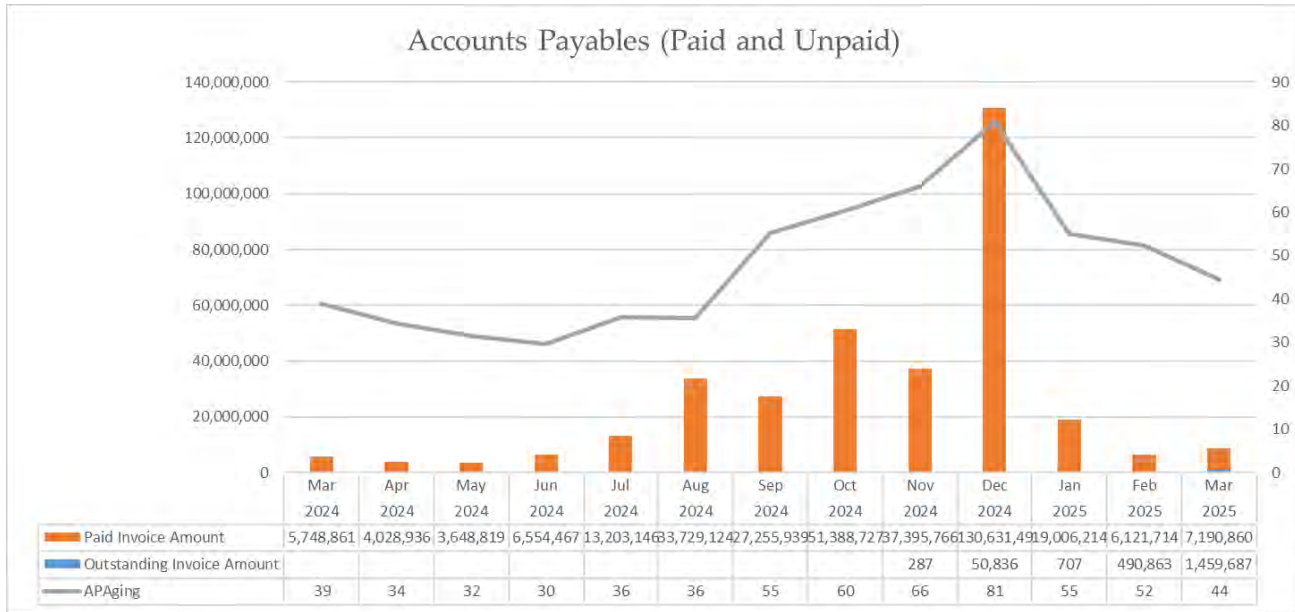
	25-Feb		25-Mar	25-Apr
	Projection	Actual	Projection	Projection
Total Revenue	\$22,261	\$16,804	\$30,803	\$25,418
Total Expenditures	(\$25,461)	(\$23,364)	(\$23,031)	(\$39,994)
Net Total Exp/Rev	(\$3,200)	(\$6,561)	\$7,772	(\$14,575)
Beginning Cash Balance	\$76,270	\$76,270	\$70,336	\$78,107
End of Month Cash Balance*	\$73,070	\$70,336	\$78,107	\$63,532
Less: Dedicated Funds	(\$45,128)	(\$45,336)	(\$46,128)	(\$47,330)
End of Month Main Cash Balance	\$27,942	\$25,000	\$31,979	\$16,202
Available GF Appr	\$13,164	\$15,018	\$13,164	\$12,381
Available Resources	\$41,106	\$40,018	\$45,143	\$28,583

* Includes reconciliation for non-cash revenue and expenditure transactions.

Accounts Payable

Department-wide expenditure has slightly increased since the last reporting period (Figure 2), this is consistent with pre-fire season operations.

Figure 2 - Accounts Payable as of March 27, 2025



Accounts Receivable

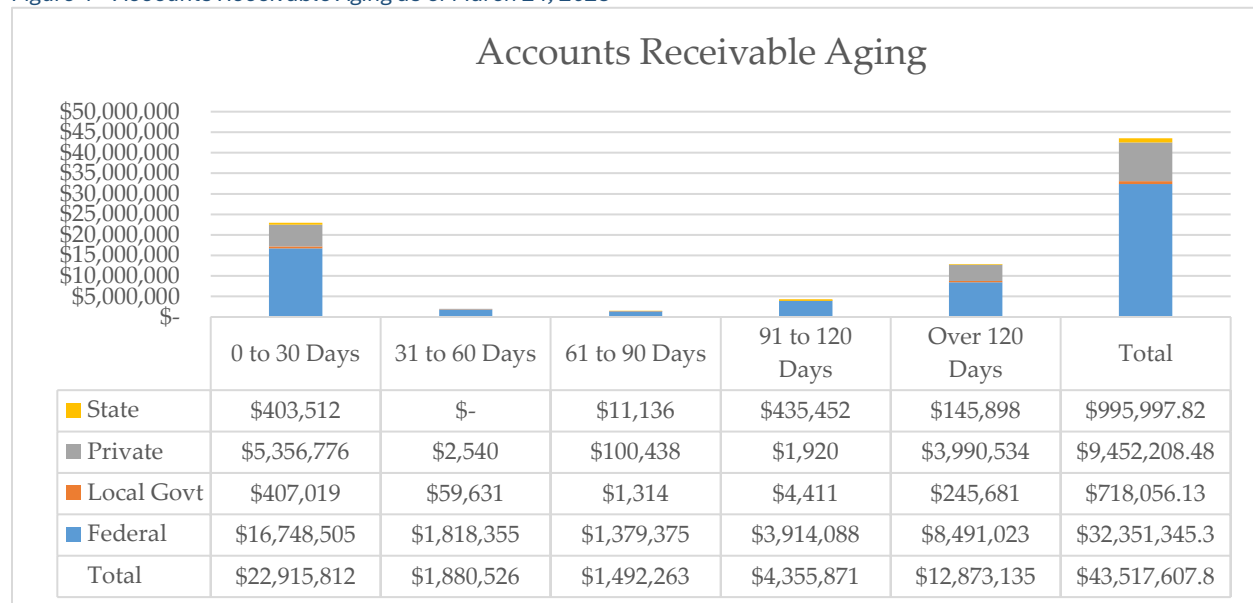
Between February and March, there was a net decrease of 1.7 million in the total accounts receivable balance (Figure 3).

Accounts older than 120 days equate to \$12.9 million, or 29.6% of the total balances owed to ODF (Figure 4). Of these accounts, the majority are due from FEMA (\$1.6 million), other federal partners (\$6.9 million), and private parties for cost recovery (\$4 million).

Figure 3 - Accounts Receivable as of March 24, 2025



Figure 4 – Accounts Receivable Aging as of March 24, 2025



Fire Costs

The department recovers some fire costs through two FEMA grant programs; however, not all costs are eligible for FEMA reimbursement. Additional fire costs may be recovered through the fire funding framework, cost-share agreements, and cooperative agreements (separate from large fire), all of which are included in the totals provided in Table 2.

Table 2 – Gross Fire Cost Summary (red indicates estimates – in millions) as of March 26, 2025

Fire Protection Fire Cost Summary							
Fire Season	2019	2020	2021	2022	2023	2024	Total
Fire Costs	33.66	139.85	149.18	53.49	95.09	352.45	823.72
Currently Invoiced	(0.09)	(2.36)	(0.46)	(1.54)	(10.01)	(13.95)	(28.41)
Outstanding to Invoice	(0.45)	(0.87)	(3.05)	(10.17)	(13.87)	(192.45)	(220.86)

FEMA-Public Assistance (PA) grants are awarded to the Oregon Department of Emergency Management (ODEM), which then distributes the funds to ODF. In contrast, FEMA-Fire Management Assistance Grants (FMAG) are awarded directly to ODF, allowing the department immediate access to the funds once they are obligated.

FEMA grant applications submitted.

As of January 22, 2025, 12 grant applications totaling \$4.6 million have been submitted to FEMA. Of this amount, \$1.2 million represents obligated grants pending ODEM audit, review, and distribution to ODF.

FEMA grant applications not yet submitted.

An estimated \$12 million in FEMA-PA and FMAG grant applications (32 applications) have yet to be submitted to FEMA. This estimate includes fire costs from the 2024 fire season.

Additionally, nine FEMA-FMAG applications related to administrative costs (\$332,000) cannot be submitted until all ODF and subrecipient grants have been obligated by FEMA.

A total of 44 FEMA grant applications totaling \$16.3 million are associated with estimated suppression costs. These applications will be submitted to FEMA once all cost-share and fire payment reconciliations are completed.

The department continues to prioritize financial stability and efficient cost recovery efforts. The recent funding received through the 2024 Special Session has significantly improved cash flow, enabling the timely processing of vendor payments and payroll reimbursements. However, outstanding obligations remain, including pending FEMA reimbursements and ongoing reconciliation of fire-related expenses.

We remain committed to working with our federal and state partners to address outstanding accounts receivable. Continued diligence in grant management, cost recovery, and financial oversight will be critical to ensure the department's long-term fiscal health and operational effectiveness.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kate Skinner', with a long horizontal flourish extending to the right.

Kate Skinner
Interim State Forester

c:
Legislative Fiscal Office
Chief Financial Office
Oregon State Treasury
Board of Forestry
Governor's Office



May 1, 2025

Sen. Kate Lieber, Co-Chair
Rep. Tawna Sanchez, Co-Chair
Joint Committee on Ways and Means
900 Court St. NE, H-178
Salem, OR 97301

Re: Oregon Department of Forestry (ODF) - Monthly financial condition report

Dear Co-Chairs,

ODF continues to maintain financial stability with a focus on managing wildfire suppression costs and cooperative agreements. The department has made significant progress in invoicing and collecting funds, while closely monitoring accounts payable and receivable. Expenditures have slightly decreased since the last report, which is typical for this time of year. ODF remains committed to efficient financial operations, including ongoing efforts to manage fire-related expenses and reimbursements.

Cash and General Fund Balances

As of April 2025, ODF's principal cash account balance was \$56.8 million, and the 2023–25 Protection Division General Fund appropriation balance stood at \$4.3 million (Figure 1). A \$23.7 million wire transfer is being processed for Legacy Grant funds received in April 2025, which will reduce the main Forestry Cash Account to \$33.0 million. The estimated April payroll includes \$7.3 million from the Forestry Main Cash Account, \$1.4 million from the Protection General Fund, and \$1.5 million from the Forest Resources General Fund. County distributions for the third quarter total \$15.2 million.

Figure 1 - Cash Fund Balances as of April 22, 2025.

Fund	Fund Title	Balance
02000	FORESTRY CASH ACCOUNT	\$56,763,909.72
11000	FOREST LAND PROTECTION FUND - EFCC	\$8,543,121.64
56000	URBAN FORESTRY	\$30,496.27
58000	FOREST RESOURCE TRUST	\$1,131,574.52
70000	FACILITIES MANAGEMENT	\$13,841,373.18

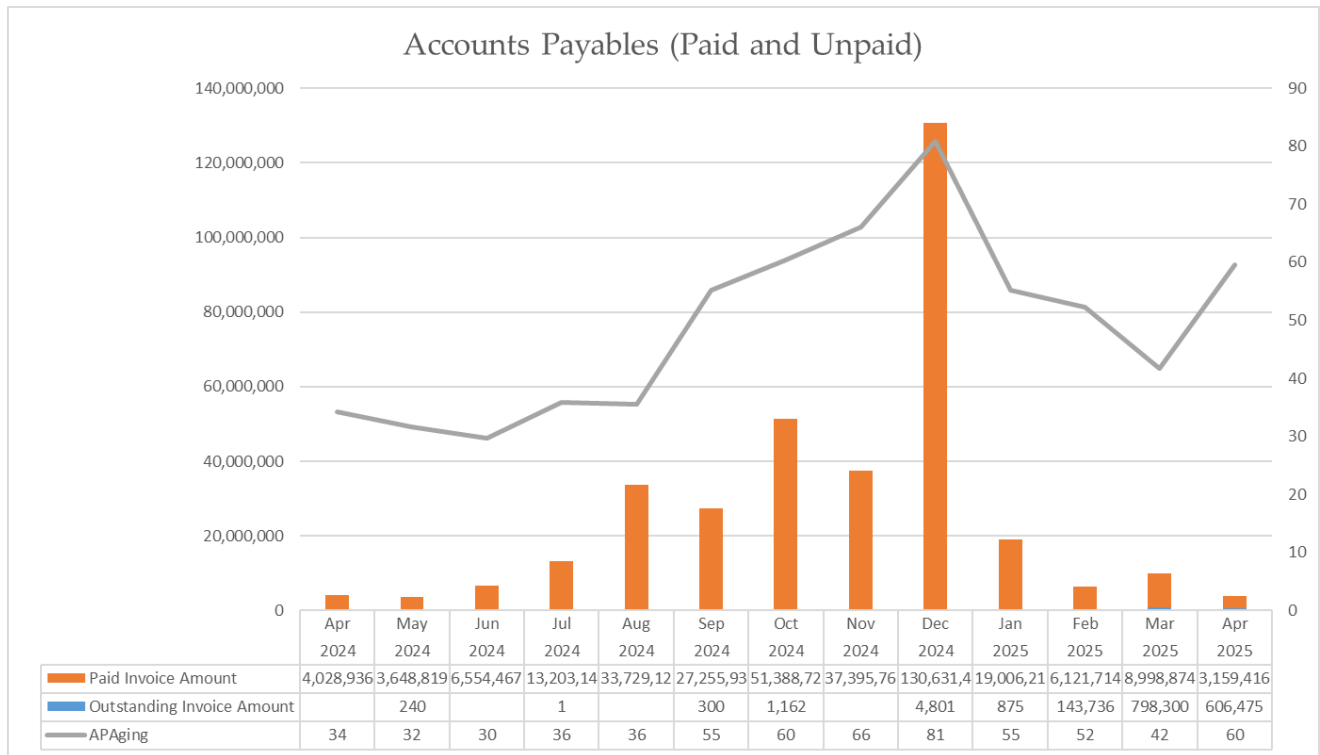
General Fund appropriations for AY2025 as of 4/22/2025

Appn	Appn Title	Balance
89905	PRIVATE FORESTS	\$10,553,521.58
89902	EQUIPMENT POOL GF	\$123,983.98
89920	PROTECTION FROM FIRE	\$4,286,357.05
89906	PLANNING BRANCH GF	\$164,352.00

Accounts Payable

Department-wide expenditure has slightly decreased since the last reporting period (Figure 2), which is consistent with normal operational patterns.

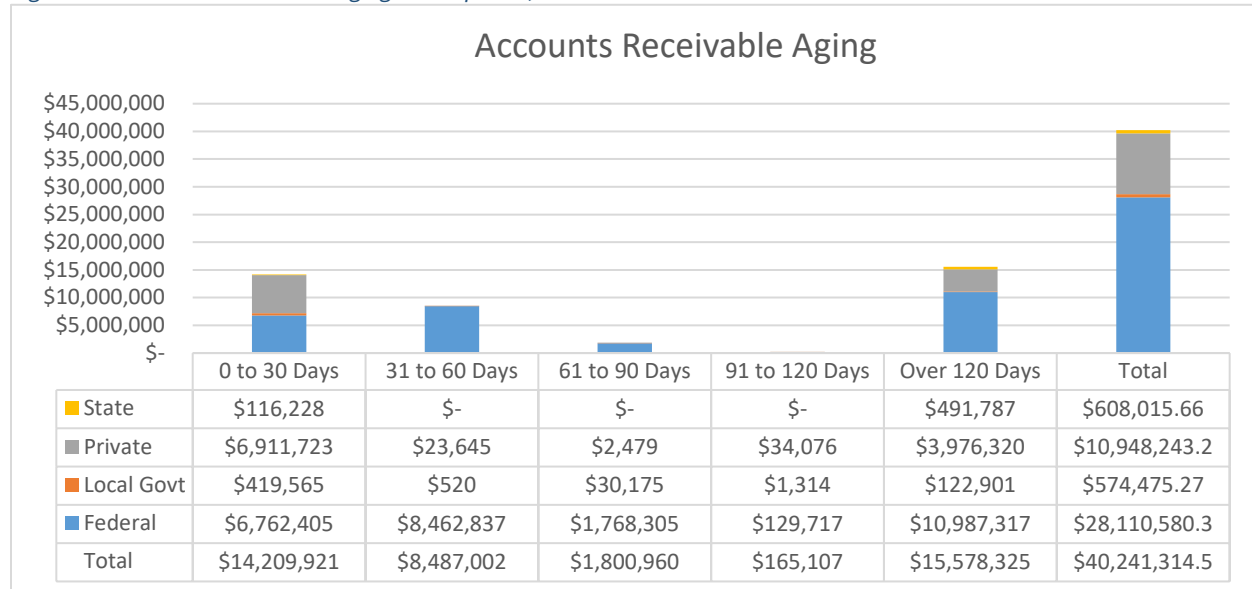
Figure 2 - Accounts Payable as of April 23, 2025



Accounts Receivable

The agency invoiced \$50 million and has collected \$47.7 million for the third quarter of FY25. The number of outstanding invoices has decreased, totaling 563, with 38% over 120 days past due.

Figure 3 – Accounts Receivable Aging as of April 21, 2025



Fire Protection Financial Status

Outstanding Fire Protection Assets and Liabilities Information

In addition to monitoring current agency-wide accounts payable and accounts receivable, the department also tracks estimated outstanding assets and liabilities related to the Fire Protection Division. Due to the nature of large fires and cooperative agreements—such as ODF providing resources for fires outside its protection jurisdiction—reimbursement for upfront costs incurred by ODF can take several years. Conversely, delays may also occur in receiving federal bills for resources initially paid for by federal partners, as well as in finalizing cost-share settlements that may result in ODF being billed. The table below summarizes the estimated outstanding assets and liabilities (accounts receivable and payable not yet invoiced to or from ODF).

Figure 4– Estimated Outstanding Assets and Liabilities as of April 22, 2025

Summary of Estimated Outstanding Assets and Liabilities (Costs that have not been fully reconciled or billed)		
Category	Assets (AR)	Liabilities (AP)
Coop Billable	\$21,385,493	\$20,446
Large Fire - Non-Cost Share	\$1,466,764	\$2,126,957
Large Fire - Cost Share	\$122,663,023	\$25,431,255
TOTAL	\$145,515,280	\$27,578,658

Notable updates since the last report include the reconciliation of several large fire cost shares, most significantly the Lane 1 incident, which will result in a \$39 million bill to the Bureau of Land Management (BLM). In early May, the cost share for the Battle Mountain Complex is expected to be reconciled, leading to an estimated \$35 million billing to the U.S. Forest Service (USFS). Both amounts are reflected in the Accounts Receivable (AR) column on the table above, as the final

invoices and reconciliations are still in progress. In addition, over \$4.5 million in cooperative billing revenue has been received, and \$7 million has been billed to the BLM for revenue related to readiness costs under the Western Oregon Operating Plan (WOOP).

FEMA Information

FEMA Public Assistance (PA) grants are awarded to the Oregon Department of Emergency Management (ODEM), which then distributes the funds to ODF. In contrast, FEMA Fire Management Assistance Grants (FMAG) are awarded directly to ODF, allowing the department immediate access to funds once they are obligated. The FEMA reimbursement process can take several years to complete and finalize. ODF aims to submit all suppression claims to FEMA and/or ODEM within one year following the end of an eligible incident. After submission, the claims undergo extensive auditing by FEMA and/or ODEM before final payments are issued. Administrative claims take longer to process, as all suppression-related expenses must be fully paid before ODF can submit costs related to administrative and financial work associated with FEMA requirements. The table below provides a breakdown of claims by fire year and the status of each claim's payment.

Figure 5– FEMA/Public Assistance Outstanding Balances as of April 22, 2025

Summary of Outstanding FEMA FMAG/PA						
Fire Year	Claim Type	Estimate to Invoice to FEMA	Pending Review by FEMA	Amount Obligated by FEMA	Payment Amount Requested	Grand Total Due to ODF
2019	Admin - FMAG	\$0	\$215,943	\$0	\$0	\$215,943
2020	Admin - FMAG	\$85,250	\$0	\$0	\$0	\$85,250
2020	Admin - PA	\$17,017	\$0	\$0	\$0	\$17,017
2020	Fire - PA	\$0	\$297,219	\$84,422	\$1,067,428	\$1,449,069
2021	Admin - FMAG	\$43,950	\$0	\$0	\$0	\$43,950
2022	Admin - FMAG	\$12,000	\$0	\$0	\$0	\$12,000
2023	Admin - FMAG	\$32,500	\$0	\$0	\$0	\$32,500
2023	Fire - FMAG	\$1,000,000	\$3,175,370	\$0	\$0	\$4,175,370
2024	Fire - FMAG	\$25,330,362	\$0	\$0	\$0	\$25,330,362
2024	Fire - PA	\$42,146,788	\$0	\$0	\$0	\$42,146,788
TOTAL		\$68,667,867	\$3,688,532	\$84,422	\$1,067,428	\$73,508,249


Since the last report, and by early May, several submissions related to the 2024 fire season are expected to be sent to FEMA/ODEM for review. These include smaller Public Assistance projects totaling \$750,000, aircraft prepositioning claims totaling \$950,000, and the first large fire claim, Larch Creek incident—totaling \$7.5 million. These claims are still reflected in the "Estimate to Invoice" column above, as ODF is finalizing the necessary work prior to submission.

Federal Grants

As of today, ODF has not received any confirmation of impacts to obligated grants or other federal funding. Reimbursements from federal agencies for wildfire suppression and related activities are continuing to be processed. ODF remains steadfast in its commitment to protecting Oregon's forests and will take all necessary actions to minimize any impact on Oregonians should changes to federal funding occur. This quarter, the agency invoiced \$4.3 million and received \$2 million in federal grant reimbursements.

ODF continues to carefully manage its finances while tracking fire-related costs and reimbursements. Cash levels remain stable, and billing and collections are moving forward. Work is ongoing to finalize large fire cost shares and submit federal claims. While the federal reimbursement process can be lengthy, ODF is meeting deadlines and staying on track. So far, there have been no changes to federal funding, and payments continue to be received. The agency remains committed to supporting its mission while maintaining strong financial stewardship.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kate Skinner', with a stylized flourish at the end.

Kate Skinner
Interim State Forester

c:
Legislative Fiscal Office
Chief Financial Office
Oregon State Treasury
Board of Forestry
Governor's Office



Board of Forestry

Public Meeting

**Placeholder for Department of Forestry Financial
Report for May 2025**

Agenda Item No.:	B
Work Plan:	Administrative
Topic:	Board Governance Performance Self-Evaluation
Presentation Title:	2025 Board Governance Performance Self-Evaluation
Date of Presentation:	June 4, 2025
Contact Information:	Sabrina Perez, Strategic Advisor for Agency Administration (503) 945-7311 sabrina.perez@odf.oregon.gov

SUMMARY

The Board of Forestry has completed its annual self-evaluation for 2025 using its adopted governance performance measure.

CONTEXT

The governance performance measure for state boards and commissions, “percent of total best practices met by the board” was enacted by the Oregon State Legislature and adopted by the Board in 2006. The measure includes fifteen standard best practices criteria tailored to meet the Board’s specific needs and interests. The Board added an additional criterion relating to public involvement and communications, and open-ended summary questions to the evaluation. The measure is included in the agency’s annual Key Performance Measures and has been conducted every year since 2008 and recently incorporated into the *Board Policies Manual for the Oregon Board of Forestry, Version 1.0* dated March 6, 2024, as Part 3.12.2 Board Performance Evaluation.

In spring, board members annually complete their individual self-evaluations utilizing the Board Governance Performance Measure Best Management Practices Self-Evaluation Criteria. A summary of the 2025 self-evaluation of the Board’s 2024 performance is attached. The Board is asked to consider alternatives in their review of the evaluation and agree upon a rating for submission in our agency’s *Annual Performance Progress Report*.

Further discussion on the Board’s annual performance review and best practices in board governance has traditionally occurred during the board’s October planning retreat and new board member orientations; however, this practice has not been considered for the board’s engagements since the fall of 2022.

ANALYSIS

The annual evaluation survey was open to board members for one month during April with regular updates of completion status shared. Six of the six board members serving in the 2024 calendar period completed the evaluation. The seventh member of the board recently started their term in spring of 2025 with planned engagement in the next year’s review.

Results of the evaluation suggest that the board members see the Board functioning in a less than satisfactory manner. The Board was unable to meet their performance target of 100% for the

2024 evaluation period only finding common agreement in reaching 71% of their best practices as compared to the prior year's evaluation of 84%. This is notably the lowest percentage recorded.

The board members did fully agree they met a few of the best practices in governance including:

- completion of the Board's strategic vision for the agency mission and high-level goals,
- periodic review of the agency's key financial information and audit findings, and
- board members valuing public input and transparency in conducting their work through outreach and engagement of stakeholders, standing advisory committees, special ad hoc committees and panels, and external committees with board interests.

In several of the best practices, four or more board members agreed they had met the criteria, while one or two members disagreed, specifically related to:

- defined performance expectations for the State Forester,
- annual review of the agency's key performance measures in the *Annual Performance Progress Report*,
- appropriate involvement in review of key policy communications and policy-making activities,
- review of the proposed biennial budget at the Agency Request Budget level,
- agency adherence to accounting rules and financial controls,
- board members responsibly serving as public representatives, attending appropriate training and technical information sessions, engaging in collaborative coordination and efficient work where responsibilities and interests overlap with other state and federal agencies and tribal nations, and
- implementing adaptive management effectively to ensure best practices are utilized beyond the planning and evaluation cycles.

Governance best practices where three or more board members disagreed with meeting the criteria include:

- completion of a recent performance evaluation of the State Forester,
- aligning the agency's policy option packages with their mission and goals through the biennial budgeting process, and
- appropriately accounting for resources of the agency including engagement in critical issues relating to oversight of human, financial, material and facilities resources, and briefings on matters of succession management, vacancies, budget, or financial effects of the fire program.

Reflections from the board members indicate concern with interference and balancing of the Governor's Natural Resources Office engagement in areas of the Board's responsibility; polarization and challenges associated with controversial forest policy issues, interpersonal

dynamics, and misleading media stories; limitations imposed by strict public meeting rules that affect the Board's ability to collaboratively work through complex matters; a need to operationalize the Board's *Vision for Oregon's Forests*; greater communication and engagement desired between the agency and Board in areas of policy-making, budgetary development, and changes in accounting for agency resources; a desire for proactive coordination with other agencies and boards; and a need for strong Board leadership and facilitation.

ALTERNATIVES

There are two distinct alternatives to be considered for the Board's completion of this year's self-evaluation process:

- 1) Approve the self-evaluation summary report as-is through the consent agenda, agreeing to a performance rating of 71% in meeting best practices criteria, with further discussions to be held in a future retreat setting.
- 2) Remove this item from the consent agenda and discuss the areas of concern prior to approving a performance rating. Results of this discussion could lead to the same approval of the 71% rating as-is or could lead to changes in the collective performance rating, where areas of disagreement are modified to have agreed upon board approval in meeting the criteria. These options are specifically defined as Alternatives 2a, 2b, 2c, or 2d, each with further discussions to be held in a future retreat setting.
 - a. Criteria where just one board member disagreed are moved to common agreement, specifically #s: 4, 8, 11, and 12; resulting in a rating of 76%.
 - b. Criteria where either one or two board members disagreed are both moved to common agreement, specifically #s: 1, 4, 5, 6, 8, 11, 12, 13, 14, and 15; resulting in a rating of 89%.
 - c. Each criterion where disagreement occurred is considered individually, resulting in a rating that would be defined upon board approval.
 - d. Continue with the rating of 71% with discussion commentary defined for the subsequently developed key performance measure narratives.

RECOMMENDATION

The Department recommends the Board proceed with the Alternative 1 and approve the summary evaluation report as the conclusion of the 2025 self-evaluation process. The Department further recommends the Board engage in a discussion on the governance criteria, planning for the governance topics, and procedures to consider in drafting the Board Policy Manual Addenda G 3.12.2, within a future retreat setting.

NEXT STEPS

Results of the collective self-evaluation will be included in the Department's *2025 Annual Performance Progress Report* submitted to the Department of Administrative Services and Legislative Fiscal Office.

ATTACHMENT

1) 2025 Summary of Best Practices Performance Evaluation (*Oregon Board of Forestry*)

**Oregon Board of Forestry
Governance Performance Measure
2025 Summary of Best Practices Performance Evaluations**

Performance Measure: Percent of total best practices met by the Board.

Target: 100%


Period: Annual



ODF Key Performance Measure: #2

Board Adopted: September 6, 2006

Summary of Individual Board Member Evaluations – May 7, 2025

Key: Within Each Criteria:




#’s
 = Board member tally count
= range of ratings

Oregon Board of Forestry Best Practices Criteria	Strongly Agree	Agree	Disagree	Strongly Disagree
1. Executive Director’s performance expectations are current. <i>The Board understands this to mean that the State Forester’s Position Description is current.</i> <u>Comments:</u> <ul style="list-style-type: none"> • However, we are in rapidly shifting times and conditions in the state of Oregon. The scale and intensity of disturbances that impact the lands that ODF and Board oversee has not seen the change we see today. The incoming State Forester will benefit from performance expectations that take into consideration realistic, dynamic and fluid set of expectations, that cannot always be controlled. • We are about to re-evaluate this document. • I'm going to put "agree," as I don't expect anything has changed since it was last set, but I can't say I've reviewed the position description lately. Would have been helpful if it were linked here. 	0	4 	2	0
2. Executive Director’s performance has been evaluated in the last year. <i>The Board understands this to mean that the State Forester’s Position Description is current, and that the annual performance appraisal has been completed.</i> <u>Comments:</u> <ul style="list-style-type: none"> • I personally am very dismayed that the Board's evaluation was seemingly ignored for the past State Forester and indeed dismissed in a chaotic process that resulted in his resignation. We need to do better. • The State Forester resigned just as the annual performance review was about to be initiated. So technically the answer is no. But the Board was not negligent. • We were never given the opportunity to evaluate the State Forester's performance before he resigned. • Pretty sure that's not been done. • I do not believe that we completed a performance evaluation in 2024 due to intervention by the Governor's office. 	0	2 	3	1




Oregon Board of Forestry
Governance Performance Measure
2025 Summary of Best Practices Performance Evaluations

Oregon Board of Forestry Best Practices Criteria	Strongly Agree	Agree	Disagree	Strongly Disagree
<p>3. The agency's mission and high-level goals are current and applicable. <i>The Board understands this to mean that the Board's <u>Vision for Oregon's Forests</u> and Oregon Forest Practices Act/Rules are current.</i></p> <p><u>Comments:</u></p> <ul style="list-style-type: none"> • Even though we were in development of a Vision during 2024, that espouses a balanced approach to resources, landscapes, and communities, I cannot help but remember the HCP outcome, where we voted to move forward (out of much fear) with an HCP that results in great harm to communities, in the name of benefitting wildlife. If our planned vision is implemented, it will not matter that our strategic plans are current. We will continue to create win-lose outcomes. • A lot of work was done in this arena, and more to do. • The Vision document is complete. Dissemination throughout the agency is still ongoing though. • Yeah, we just went through this process. • If this means that the Vision document was finalized, then yes, I agree. 	2 ←→	4 ←→	0	0
<p>4. The Board reviews the <u>Annual Performance Progress Report</u>. <i>The Board understands this to mean that the Board reviews the report annually as a meeting agenda item.</i></p> <p><u>Comments:</u></p> <ul style="list-style-type: none"> • Yes, though we don't take the time to address the issues the report presents. • I seem to recall doing this, though I'm not entirely sure how formal it was. • I do not recall doing this in 2024. 	1 ←→	4 ←→	1 ←→	0
<p>5. The Board is appropriately involved in review of agency's key communications. <i>The Board understands this to mean agency and Board communications at a policy level, versus a day-to-day operating level.</i></p> <p><u>Comments:</u></p> <ul style="list-style-type: none"> • I would say the Board is not involved at all in this process. • We are ONLY informed of the highest-level information. Communication between the Agency and the Board could be improved substantially. 	0	4 ←→	2 ←→	0



Oregon Board of Forestry
Governance Performance Measure
2025 Summary of Best Practices Performance Evaluations

Oregon Board of Forestry Best Practices Criteria	Strongly Agree	Agree	Disagree	Strongly Disagree
<p>6. The Board is appropriately involved in policy-making activities. <i>The Board understands this to mean those policy activities that particularly have a statewide perspective, including holding Board meetings at different geographic locations around the state.</i></p> <p><u>Comments:</u></p> <ul style="list-style-type: none"> • I am choosing "disagree" because sadly our public meeting rules are designed to limit our policy-making activities, in the name of transparency. Many of the Natural resources are complicated, multi-layered issues that cannot be fully unraveled or resolved by small subcommittees, a board limited by public meeting rules, and the sideboards of transparency. This results in simple transactional decisions. The PFA was removed from the confines of meeting rules and allowed to fully breathe and resulted in transformational outcome that has longevity and meets the multiple desires of multiple interests. Bravo! • I think we generally are, though I sometimes wonder where the line is between the State Forester and the Board in terms of policy-making activities. We're a policy board and should be involved in policy making. • Only to a certain degree. PFA associated policies are given to us, we have no role in crafting policy and we certainly are not using the best current science to craft policies. 	0	4 	2	0
<p>7. The agency's policy option packages are aligned with their mission and goals. <i>The Board understands this to mean the packages included in the biennial budget process as part of the Agency Request Budget.</i></p> <p><u>Comments:</u></p> <ul style="list-style-type: none"> • There was very little engagement with the board this year regarding POP's • I really feel like we're not allowed to participate in this process at all. The agency brings us a baked cake and then ships it to the governor. • Only to the degree that fire control and prescribed fire and fuel reduction are important, but funding for state forests and improvements in FPA rules have not seemed to be a priority. 	0	3 	3	0
<p>8. The Board reviews all proposed budgets. <i>The Board understands this to mean the Department of Forestry's biennial budget at the Agency Request Budget level.</i></p> <p><u>Comments:</u></p> <ul style="list-style-type: none"> • Agree, but looming out there is the increasingly uncontrollable cost of wildfire and other catastrophic events. • We were given a budget to review but no time or space for input. • If we review it, it seems after the fact. 	0	5 	1	0




**Oregon Board of Forestry
Governance Performance Measure
2025 Summary of Best Practices Performance Evaluations**

Oregon Board of Forestry Best Practices Criteria	Strongly Agree	Agree	Disagree	Strongly Disagree
<p>9. The Board periodically reviews key financial information and audit findings. <i>The Board understands this to mean significant financial issues and as audits are released.</i></p> <p><u>Comments:</u></p> <ul style="list-style-type: none"> • Great job on the monthly financial updates. • Yes, I think we do, but I think we should spend more time on this. 	2 	4	0	0
<p>10. The Board is appropriately accounting for resources. <i>The Board understands this to mean critical issues relating to human, financial, material and facilities resources by providing oversight in these areas. This means that the Board receives briefings on such issues as succession management, vacancies, the budget, and financial effects of the fire program.</i></p> <p><u>Comments:</u></p> <ul style="list-style-type: none"> • I am choosing Disagree because of the perceived "firewall" between board oversight and State Forester responsibility for Ops. Briefings are happening, but they are often directed to the Chair, due to expediency and meeting rules. This limits any significant dialogue that might be helpful to the State Forester in any timely way. This is a shame because there is a wealth of diverse experience within the leadership of the Board that can be helpful. • No, I'd say that the agency largely leaves the Board out of this business. • The question asks if we account for resources. We are made aware of resource constraints, but we do not have direct influence in accounting for resource use. Staffing changes are usually made without Board input and fire costs are beyond any Board influence. We are made aware of the issues mentioned in this question, but we have little to no input. 	0	3 	3	0
<p>11. The agency adheres to accounting rules and other relevant financial controls. <i>The Board understands this to mean the receipt of the annual statewide audit report from Secretary of State which highlights any variances in accounting rules or significant control weaknesses.</i></p> <p><u>Comments:</u></p> <ul style="list-style-type: none"> • I don't remember seeing this report in the last few years. • I have no reason to believe they're skirting the accounting rules. 	1 	4	1	0

**Oregon Board of Forestry
Governance Performance Measure
2025 Summary of Best Practices Performance Evaluations**

Oregon Board of Forestry Best Practices Criteria	Strongly Agree	Agree	Disagree	Strongly Disagree
<p>12. Board members act in accordance with their roles as public representatives. <i>The Board understands this to mean that they follow public meeting rules, the standard of conduct for Board members, and the public input process. Members received training and information from the Governor's Office upon appointment.</i></p> <p><u>Comments:</u></p> <ul style="list-style-type: none"> • I choose Disagree, because Counsel is asked to narrowly interpret public meeting rules, at the most minimal risk level. Our outsized and often devastating natural resource issues deserve and need more in-depth time and true collaborative engagement, that Oregon meeting rules cannot provide. Small board subcommittees and dwindling ODF staff are not sufficient to explore the diverse, creative solutions needed for today's and future solutions. We need engagement that goes beyond the 7 board members and ODF staff. Procedural and Substantive approaches are necessary in governance, but do we have a bias for "procedure"(of meeting rules) to the severe detriment to "substance" (significant dialogue and robust decision building). We are on a path to mediocrity. • Sometimes we don't get it right. • I think the Board members generally do a good job. 	0	5 	1	0
<p>13. The Board coordinates with others where responsibilities and interests overlap. <i>The Board understands this to mean other public agencies and boards with statutory authority connections or overlaps, e.g. the Forest Trust Land Counties, the Oregon Environmental Quality Commission/Department of Environmental Quality; the Oregon Fish and Wildlife Commission/Department of Fish and Wildlife; the State Land Board; local fire districts; the United States Forest Service; the Bureau of Land Management.</i></p> <p><u>Comments:</u></p> <ul style="list-style-type: none"> • I choose agree. However, even though we do connect with other entities, it is in an "as needed" basis. We could be more proactive. As natural resources events (wildfire, floods, wind events) have more cross-over in multiple ownerships, we need to be more forward thinking. • We engage with FTLAC really well! But there is significant room for improvement in the board's engagement with other relevant agencies. • I'm still learning about this. It would be helpful to understand the overlap with other agencies, particularly DEQ and ODFW. • This rarely happens except as ad hoc conversations with members of other Boards and Commissions. 	0	4 	2	0

**Oregon Board of Forestry
Governance Performance Measure
2025 Summary of Best Practices Performance Evaluations**

Oregon Board of Forestry Best Practices Criteria	Strongly Agree	Agree	Disagree	Strongly Disagree
<p>14. The Board members identify and attend appropriate training sessions. <i>The Board understands this to mean the workshops, symposia, and field tours that accompany some Board meetings, and that the Board receives adequate technical information.</i></p> <p><u>Comments:</u></p> <ul style="list-style-type: none"> • Although I agree, that the on-line training sessions provide an efficient way to accomplish required training. I believe our Board could benefit from a facilitator with skills to draw out the range of leadership skills of the members. Strong leadership, can come with strong feelings on topics. I encourage professional facilitation at meetings where controversial decisions are made. • I'm not sure what training sessions these would be. • Many of these do not have direct policy relevance. 	0	4 	2	0
<p>15. The Board reviews its management practices to ensure best practices are utilized. <i>The Board understands this to mean carrying out this self-evaluation on an annual basis, conducting the annual Board work plan status check, and addressing emerging issues.</i></p> <p><u>Comments:</u></p> <ul style="list-style-type: none"> • I don't recall the Board doing this. • We have not had an updated work plan for several years. 	0	4 	2	0
<i>Listed below is an additional best practice for the Board of Forestry; not included in calculating the percentage adherence to best practices.</i>				
<p>16. The Board values public input and transparency in conducting its work through outreach to and engagement of stakeholders and by using its work plan communication tools. The Board also values input and communications with its standing advisory committees, special ad hoc committees and panels and external committees with board interests.</p> <p><u>Comments:</u></p> <ul style="list-style-type: none"> • Making the decision to involve more fully the counties was the right thing to do. • Yes, we value input, but not by way of a work plan. 	1 	5	0	0
Total Number (Criteria 1-15)	6	58	25	1
Percentage of Total in Each Evaluation Category (Criteria 1-15)	6.67%	64.44%	27.78%	1.11%
Percentage of Total in "Agree" and "Disagree" (Criteria 1-15)	71%		29%	

Oregon Board of Forestry
Governance Performance Measure
2025 Summary of Best Practices Performance Evaluations

Summary Questions for Consideration:

1. How is the Board doing?

- It has been a rough year, the decision on the HCP and my personal perspective of it, made it difficult to see that the board and ODF had truly done our best work. I think we mostly were weary of the controversy and wanted it to end. We had several meetings with difficult interpersonal dynamics. We lost, in an abrupt and surprising manner, the State Forester. Declining budgets are looming and wildfire costs are booming. The addition of Heath Curtiss is a boost, but the loss of Bob VanDyk was a shame. They both bring skills in respectful collaboration, that is rare in today's world. 2025 needs to be a year of recovery.
- 2024 was a rough year with challenging Board dynamics that were a distraction. And a rough year for the Department and the State Forester with unfair and misleading media stories that were distracting. The Board's work on its Policy Manual was a solid accomplishment.
- The board members are a great group that work quite well together. The Board as a whole could be more engaged on a number of issues.
- I'd say the Board is doing fairly well. I think the Board could play a more meaningful role in agency oversight, but there's obvious tension there.
- We need to be empowered by the Governor to fulfill our role, and we need strong visionary Board leadership.

2. What factors are affecting the Board's results?

- Oregon resources issues are stuck in an old model of enviros vs. industry. Other States have moved through this model.
- Much of 2024 was focused on the Vision for Oregon's Forests and the BPM. Good foundation work but leaving less time for basic policy work.
- I'm not sure what this is asking.
- Interference in Board responsibilities from the Governor's office is adversely affecting our focus on policy issues. We also need a strong Board leader who will ensure that scientific information is foundational to policy formation.

3. What needs to be done to improve future performance?

- We need basic training and skills in becoming a team that can build transformational actions/decisions.
- Effective and involved Board members focused on policy and the success of the State Forester and the Department.
- I'd say it would be helpful if the State Forester could engage the Board more regularly on management issues and the business of running the agency.
- Ensure that the Natural Resources Policy Office allows us to do our job without interference. We need to recruit and hire a strong leader for ODF and we need a strong and visionary Board Chair.

STAFF REPORT

Agenda Item No.:	C
Work Plan:	Forest Resources
Topic:	Committee Appointments
Presentation Title:	Committee for Family Forestlands Appointment
Date of Presentation:	June 4, 2025
Contact Information:	Mike Kroon, Forest Resources Deputy Chief 503-400-4815 mike.e.kroon@odf.oregon.gov

SUMMARY

This agenda item includes an update on the appointment for members of the Committee for Forestlands (CFF). One nomination has been submitted to fill the Forest Industry position (Jake Ryan).

CONTEXT

The CFF, a standing committee to the Board, provides advice to the Board and the State Forester on matters relating to family forestlands, including maintaining a viable family forestland base in Oregon, and maintaining and enhancing the contributions that family forestland owners make to Oregon, including timber availability and the protection and enhancement of watersheds and fish and wildlife habitat. The CFF also evaluates the impact of forest policies on family forestland owners.

BACKGROUND AND ANALYSIS

CFF members serve three-year appointments that generally run from July through June (Attachment 1). There are seven voting members, including four family forestland owners, one forest industry representative, one conservation community representative, and one citizen-at-large. The CFF currently has six ex-officio members representing Oregon State University College of Forestry, the State Forester, Oregon Forest Resources Institute, public land managers, logging/forestry consulting interests and small forestland owner groups. Additional information on the CFF can be found [here](#).

RECOMMENDATION

The Department recommends the appointment of Jake Ryan as the Forest Industry representative of the CFF. His biography is noted in Attachment 2

ATTACHMENTS

- (1) CFF Voting Members Appointment Schedule
- (2) New Member Nomination Biography

Proposed Committee for Family Forestlands Voting Members Appointment Schedule

June 4, 2025

Proposed schedule for CFF members' appointments / reappointments. New Voting Members, Chair and Vice Chair to be appointed by the Board of Forestry.

Voting Member	Appointed	2025	2026	2027	2028
Citizen at Large Wendy Gerlach (Chair)	2020		June 30 X		
Conservation Community Kaola Swanson (Vice Chair)	2019	June 30 X			
Forest Industry Jake Ryan	2025				June 30
Southern Oregon Area Gary Jensen	2021			June 30 X	
Landowner at Large Kate McMichael	2021			June 30 X	
Eastern Oregon Area Maurizio Valerio	2021			June 30 X	
Northwest Oregon Area David Bugni	2023		June 30		

X = have or will have served two terms, not eligible for reappointment, and a new member must be nominated.

Jake Ryan



Jake Ryan graduated from Oregon State with a BS in Forest Operations Management and a BS in Business Administration. He began working for Interfor in July of 2020 focusing on cruising and appraising timber sales in Washington. He moved into his current role as the log buyer for Interfor's Longview sawmill in October of 2021. In his current role he works to procure timber for the sawmill by working with a variety of suppliers including small private landowners in NW OR and SW WA. Jake's interest in forestry is credited to his grandfather, Vince Cooney. Growing up Jake spent many days on his grandfather's tree farm which is certified through the American Tree Farm System and attending Oregon Small Woodland Association tours. This developed a love for active forest management and a continuing desire to be a better steward of the forest. In Jake's spare time, he enjoys backpacking, traveling, finding new swimming holes, fishing/hunting, and camping with friends.

STAFF REPORT

Agenda Item No.:	D
Work Plan:	Fire Protection
Topic:	Annual Topic: Approval of Rangeland Fire Protection Association Budgets
Date of Presentation:	June 5, 2025
Contact Information:	Stacy Savona, Wildfire Prevention & Policy Manager Fire Protection Division 971-374-3351; stacy.savona@odf.oregon.gov

SUMMARY

The purpose of this agenda item is to obtain Board approval of the annual budgets of the Rangeland Fire Protection Associations currently operating in Eastern Oregon.

CONTEXT/BACKGROUND

Rangeland fire protection associations (RFPA) are nonprofit, locally governed, and operated landowner associations organized to provide fire protection on rangeland areas of Eastern Oregon. These geographic areas are outside both forest protection districts and rural fire districts. State statutes ORS 477.315-325 provides for the formation of these associations under the authority of the Board and with assistance from the Department. After formation, ORS 477.325 requires that the Board review and approve the rangeland fire protection associations' annual operating budgets.

Collectively, RFPAs provide initial attack fire protection for 17.5 million acres in eastern Oregon, with 1208 volunteers and 867 pieces of firefighting equipment spread out across nine counties. In 2024 they responded to 232 fires within their associations and another 80 mutual assists to other agencies. A total of 747,822 acres burned within RFPA boundaries, far above the 2015-2023 average of 80,057 acres burned. In 2024, RFPAs also contributed 38,511 hours working on 39 extended attack incidents with incident management teams. And all this at an annual operating cost of \$700,000, comprised of membership dues, grants, donations and general fund reimbursement of liability insurance. Many people describe this as "neighbors helping neighbors" model. RFPA funds go toward administrating guidance, fire suppression training, facilitating access to federal grants and surplus firefighting equipment, as well as some administrative cost reimbursement. RFPA fire prevention and suppression help conserve habitat as well as safeguarding local economic resources.

The Board's approval will assist these associations of landowners in building partnerships, investing in their community, and providing their own local wildfire protection.

RECOMMENDATION

The Department recommends the Board approve the fiscal year 2026 budgets of the Ashwood-Antelope, Bakeoven-Shaniko, Blue Mountain, Brothers Hampton, Burnt River, Crane, Fields-Andrews, Frenchglen, Gateway, Greater Pine Valley, Grizzly, High Desert, Ironside, Jordan Valley, Juntura, Lone Pine, Lookout Glasgow, Lower Bridge, North Harney, Petersburg, Post Paulina, Silver Creek, Twickenham, Vale, Wagontire, Warner Valley, WC Ranches, and Wheeler County Rangeland Fire Protection Associations.

ATTACHMENTS

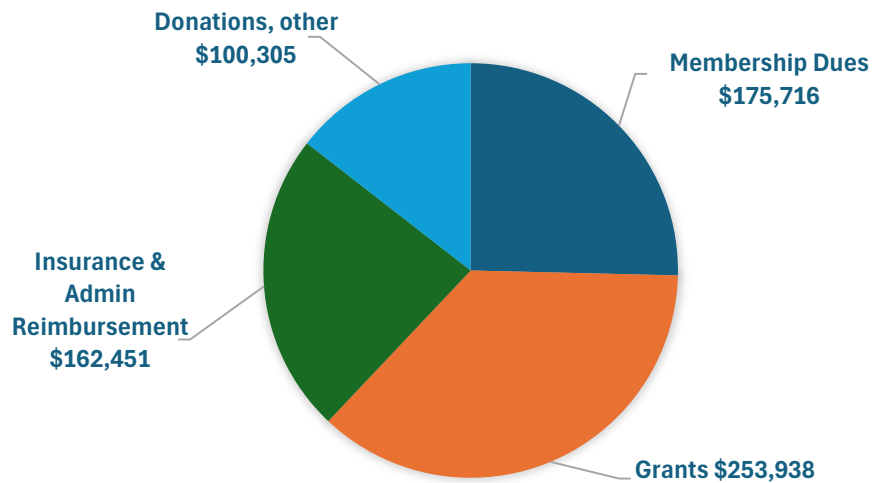
- 1) Fiscal Year 2026 Rangeland Fire Protection Associations Budgets
- 2) 2024 Annual Report Statistics
- 3) Total Acres Protected by Year List
- 4) Rangeland Fire Protection Associations 2024 Annual Newsletter

Rangeland Forest Protection Association Budget Summary
July 1, 2019 - June 30, 2020

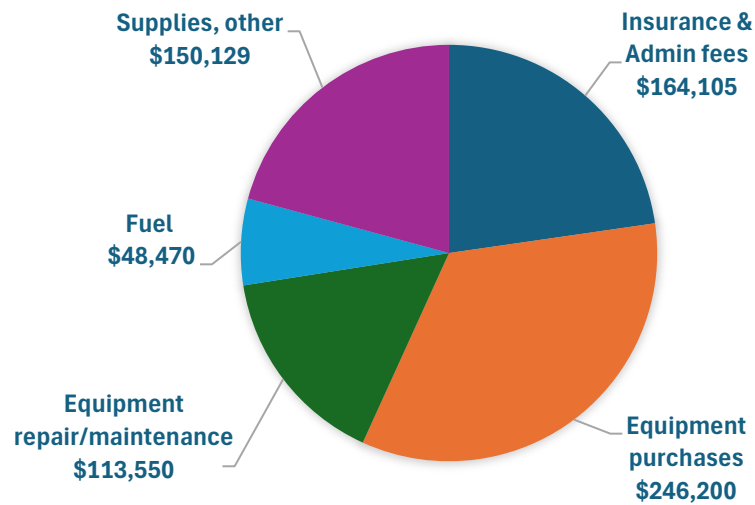
Fiscal Year 2026 Rangeland Fire Protection Association Budget Summary

	Income							Expenses										
RFPA	Membership Fees	Donations	Fund Raising	Grants	Reimbursed Expenses	Other	Total Income	Insurance	CPA & Non-profit Filings	Equipment Purchases	Equipment Repair/ Maintenance	Fuel	Supplies For Fire Suppression	Communications Equipment & Repair	Office Expenses (Supplies, Postage, etc.)	Other	Total Expenses	Reserve Account
Ashwood-Antelope	12,000	0	0	10,000	7,000	2,200	31,200	7,100	200	2,000	7,000	2,500	750	3,000	300	3,200	26,050	27,643
Bakeoven-Shaniko	9,000	5,000	0	10,000	3,400	0	27,400	3,400	200	8,700	7,000	1,400	6,000	500	200	0	27,400	288,017
Blue Mountain	1,400	3,500	0	0	4,200	0	9,100	4,000	500	0	1,000	0	0	0	0	0	5,500	10,000
Brothers-Hampton	2,000	300	0	13,830	5,890	2,000	24,020	5,500	90	8,700	1,500	1,500	180	2,500	124	550	20,644	6,083
Burnt River	8,000	0	0	30,000	5,820	0	43,820	5,800	0	80,000	10,000	2,500	2,500	3,500	500	0	104,800	129,780
Crane	30,000	2,500	2,000	20,000	20,000	0	74,500	13,000	1,500	40,000	17,500	10,000	5,000	5,000	3,000	0	95,000	20,000
Fields Andrews	4,000	1,640	0	0	5,498	0	11,138	5,690	100	200	2,500	139	0	0	54	0	8,683	
Frenchglen	6,000	0	0	15,000	3,625	500	25,125	3,000	625	15,500	3,000	1,000	500	200	250	1,050	25,125	14,969
Gateway	1,000	1,000	0	0	3,500	3,000	8,500	4,200	0	1,000	1,000	0	700	250	100	0	7,250	26,250
Greater Pine Valley	675	6,800	0	0	0		7,475	3,169	115	0	0	232	0	0	185	0	3,701	4,585
Grizzly	3,000	0	0	10,000	10,000	0	23,000	3,000	1,000	4,000	500	1,000	2,000	250	500	500	12,750	39,140
High Desert	17,000	10,000	0	1,000	9,000	0	37,000	9,200	90	2,000	4,000	5,000	4,000	2,500	550	4,500	31,840	11,000
Ironside	4,200	0	0	10,000	3,575	0	17,775	3,700	75	6,000	2,000	1,000	1,000	3,000	1,000	0	17,775	20,745
Jordan Valley	10,000	0	0	0	5,850	10,625	26,475	5,800	600	0	10,000	0	1,500	3,000	500	0	21,400	29,000
Juntura	5,500	500	0	5,000	3,600	0	14,600	5,500	200	1,000	1,250	500	3,600	350	100	0	12,500	41,490
Lookout-Glasgow	2,000	3,000	0	10,000	4,150	4,000	23,150	4,000	150	20,000	2,000	1,500	2,000	1,500	100	0	31,250	48,850
Lone Pine	6,000	0	0	30,500	3,252	0	39,752	2,982	300	20,500	8,200	500	0	0	260	1,800	34,542	3,819
Lower Bridge	10,000	0	0	30,000	6,000	5,000	51,000	5,000	750	500	1,000	2,500	500	600	500	31,500	42,850	19,916
North Harney	6,000	500	0	5,000	4,000	0	15,500	4,000	500	1,500	2,000	500	500	500	500	3,000	13,000	8,000
Petersburg	5,350	2,500	0	4,608	4,442	0	16,900	9,000	200	0	0	0	4,000	0	300	150	13,650	12,010
Post Paulina	1,000	5,000	0	0	6,500	0	12,500	6,200	70	1,500	2,500	1,000	1,000	1,000	250	600	14,120	40,680
Silver Creek	11,600	500	0	0	8,000	0	20,100	5,800	2,200	2,600	3,600	2,500	1,000	750	1,075	250	19,775	51,598
Twickenham	2,000	1,000	0	9,500	4,500	0	17,000	4,000	50	9,500	2,000	1,000	0	0	50	0	16,600	29,475
Vale	3,500	1,000	0	10,000	4,200	0	18,700	3,200	1,000	5,000	3,000	6,000	1,000	5,000	1,000	0	25,200	31,388
Wagontire	0	500	0	10,000	3,550	0	14,050	3,500	50	0	10,000	0	0	0	0	0	13,550	6,000
Warner Valley	12,091	3,740	0	0	10,399	0	26,230	10,399	700	500	5,000	1,200	500	1,000	600	1,200	21,099	0
WC Ranches	2,400	0	0	10,000	7,500	0	19,900	5,700	2,000	5,500	1,000	0	0	3,000	300	2,400	19,900	29,104
Wheeler County	0	10,000	12,000	9,500	5,000	0	36,500	5,000	0	10,000	5,000	5,000	5,000	3,000	0	3,500	36,500	45,000
	175,716	58,980	14,000	253,938	162,451	27,325	692,410	150,840	13,265	246,200	113,550	48,470	43,230	40,400	12,299	54,200	722,454	994,542

RFPA FY26 OPERATING BUDGET: \$692,410



RFPA FY26 EXPENSES \$722,454



2024 Annual Report Statistics																														
Rangeland Fire Protection Association	Total Acres 4/	Private Acres 3/	State, County, Acres 2/	Federal Acres 1/	Tribal Acres	Est.	No. of Fires	Mutual Assist Fires	Smoke Chases	State & Private Acres Burned	Total Acres Burned	* Large Fires over 500 ac	Fire Suppress. Hours	Admin Hours	POV Mileage	Prescribe Fire Acres	Mem Properties (estimate)	Support Personnel	Trained Firefighters	Fire Eng Type 4	Fire Eng Type 5&6	Slip-ons Pickup	Slip on Trailers	ATV/UT V tanks	Tenders	Graders	Dozers	Tractor w/ Transport	Tractor w/ Disk	Other
Ashwood-Antelope	357,003	314,547	356	41,917	183	2009	13	3	3	722	724	1)	452	1,294	1,069	470	42	20	43	3	7	9	0	6	1	1	11	3	0	
Bakeoven-Shaniko	183,145	176,247	81	5,947	870	2019	2	6	34	61	61		1,684	2,156	3,010	106	18	18	20	6	9	28	3	17	3	2	10	3	8	
Blue Mountain	1,157,141	75,020	2,828	1,059,899	19,394	2013	6	5	0	0	301		502	482	3,563	0	11	25	25	8	2	5	0	0	9	0	1	0	0	
Brothers / Hampton	716,557	225,797	35,288	455,472	-	2006	5	5	3	1,694	6,523	2)	567	1,448	4,492	400	43	14	42	3	5	3	4	3	0	2	2	1	4	
Burnt River	273,581	169,336	3,702	100,543	-	2000	15	2	0	115,088	122,460	3) 4) 5)	7,966	575	860	0	62	16	19	2	1	8	0	3	1	1	7	2	2	
Crane	1,344,523	574,596	102,682	658,557	8,688	1998	27	2	3	6,875	18,935	6) 7)	1,078	3,650	5,905	0	300	20	40	23	12	7	3	0	3	0	0	0	0	
Fields / Andrews	1,009,243	161,806	1,077	846,360	-	1998	0	0	5	0	0		0	246	1,230	0	42	3	12	0	4	0	0	0	1	0	1	0	0	
Frenchglen	1,467,117	414,529	2,109	1,050,479	-	2013	1	0	0	12	1,850	8)	20	637	7,263	0	30	5	39	4	3	4	1	0	1	0	1	0	0	
Gateway	9,310	8,703	0	605	2	2010	0	1	1	238	238		160	124	503	238	12	15	10	2	2	0	0	3	0	2	1	3	2	
Greater Pine Valley	74,955	29,662	437	44,856	-	2016	2	0	0	682	3,390	9) 10)	203	203	0	0	27	2	25	2	2	2	2	0	1	1	1	1	1	
Grizzly	70,923	42,619	1	28,303	-	2023	0	2	3	0	0		20	650	450	0	16	20	5	2	1	3	1	10	0	0	2	2	2	
High Desert	2,014,038	393,047	63,343	1,557,490	158	2018	24	8	5	635	4,226	11) 12) 13)	469	120	1,400	0	97	5	40	4	18	2	3	1	1	0	4	3	0	2 trailer mounted pumps
Ironside	356,097	330,501	1,649	23,947	-	1964	6	0	0	108,543	118,601	4) 14) 15)	1,785	1,504	2,000	0	36	40	20	2	3	12	0	2	1	0	3	0	4	
Jordan Valley	2,496,084	292,992	178,676	2,024,416	-	2008	11	0	5	3,390	181,710	16) 17) 18) 19) 20) 21)	6,360	575	600	0	40	35	100	8	1	31	0	33	7	3	3	1	0	
Juntura	952,374	178,141	82,154	688,808	3,271	2007	10	1	12	1,087	11,408	22) 23) 24)	1,200	780	1,276	1	12	10	19	1	5	4	4	0	2	2	1	1	0	1 lowboy, 1 county owned tractor
Lone Pine	55,146	17,301	2,675	35,170	-	2013	1	1	0	954	1,209	25)	706	849	5,468	500	21	5	15	2	2	2	2	0	3	1	3	1	1	
Lookout Glasgow	267,235	168,166	561	98,508	-	2014	20	3	5	8,071	20,673	5) 9) 10) 26)	3,730	186	11,722	0	18	15	30	4	0	5	0	0	5	1	2	0	0	1 Lowboy, 3 Semi tank trailers
Lower Bridge	32,258	15,212	40	17,006	-	2022	6	4	20	0	2		180	1,243	855	149	39	13	28	4	6	3	2	3	6	0	3	0	7	11
North Harney	106,269	82,663	1,209	20,607	1,790	2022	2	13	8	70	97	6)	681	1,460	1,250	0	38	4	13	1	3	5	1	1	1	0	0	0	10	
Petersburg	75,763	72,311	866	2,108	478	2023	8	2	2	58	58		412	269	4,577	0	37	12	55	0	0	25	0	0	10	0	0	0	9	
Post / Paulina	640,268	351,909	22,898	265,461	-	2006	10	1	7	11,122	14,632	27) 28) 29) 30)	2,660	481	1,713	0	36	45	25	1	5	13	3	0	0	0	11	6	0	
Silver Creek	675,069	227,772	10,820	436,477	-	2001	7	1	1	0	5,990	31)	577	437	5,843	0	79	47	34	9	10	2	4	0	2	0	6	3	3	1 centrifugal pump
Twickenham	126,292	77,338	40	46,317	2,597	2001	3	6	7	4,181	4,181	32)	640	570	3,470	20	27	10	6	2	1	1	1	2	0	0	0	0	0	2 Chainsaws
Vale	1,025,383	204,660	24,195	796,528	-	2008	27	1	6	47,233	137,809	4) 15) 33) 34) 35) 36)	3,459	500	1,000	0	23	18	23	2	0	12	0	28	5	1	4	2	6	
Wagontire	301,322	37,852	68,621	194,849	-	2015	2	1	2	1	98		250	2,340	1,080	0	3	18	5	1	2	0	2	1	1	1	3	3	3	
Warner Valley	1,311,703	162,789	77,098	1,071,776	40	2011	6	2	4	1,377	77,464	37)	379	376	800	30	114	13	22	0	8	5	2	6	8	1	4	2	0	
WC Ranches	49,243	41,506	1,948	5,789	-	2015	3	6	0	7,626	9,053	38)	5,254	2,820	5,581	0	11	14	17	2	5	1	0	5	0	2	5	2	1	1 skidder, 1 backhoe
Wheeler Co. F & Res	391,920	283,710	548	75,917	31,745	2016	15	4	15	6,110	6,129	32) 38) 39)	3,758	1,006	1,485	0	14	0	14	2	6	0	1	0	3	0	1	1	0	
17,539,962 5,130,732 685,902 11,654,112 69,216 232 80 151 325,830 747,822 39 45,150 26,981 78,465 1,914 1,248 462 746 100 123 192 39 124 75 21 90 40 63																														

1/ RFPAs do not protect Federal acres, this list is just the federal land within the RFPA Bdry.

2/ RFPAs protect DSL lands as a membership in the RFPA, also OPRD lands are protected under a protection agr

3/ RFPAs protect all private lands regardless of membership in the Assn as per agreement with the Board of For

4/ Total acres updated in 2023 due to better mapping/GIS calculations and boundary changes. Only includes Or

1) Bennett 630 ac, Wasco County, 8/4/24

2) Pine 6,634 ac, Deschutes County, 10/7/24

3) Huntington 4,510 ac, Baker County, 7/10/24

4) Durkee 294,265 ac, Malheur & Baker Counties, 7/17/24

5) Thompson 31,557 ac, Baker Counties, 7/22/24

6) Telephone 54,005 ac, Harney County, 7/22/24

18) Hole in the Ground 98,977 ac, Malheur County 7/24/24

19) Gillespie Spring 2,556 ac, Malheur County, 7/24/24

20) Soldier Creek 11,061 ac, Malheur County, 8/5/24

21) Jump 25,741 ac, Idaho & Malheur County, 8/5/24

22) Grasshopper 2,665 ac, Malheur County, 7/24/24

23) Cedar Creek 1,546 ac, Malheur County, 7/24/24

35) River 2,799 ac, Malheur County, 7/10/24

36) Twin Springs 2,815 ac, Malheur County, 7/17/24

37) Warner Peak 77,463 ac, Lake County, 8/5/24

38) Lone Rock 137,222 ac, Guillian & Wheeler Counties, 7/1

39) Service 23,905 ac, Wheeler County, 9/6/24

IMT Fires	Total Acres	RFPA Acres	RFPAs Involved	Dates	Volunteer Hours	Vehicles	IMT
RFPAs engaged on 39 IMT Fires		695,009	24 RFPAs	6/26-10/8/2024	38,511	699	17 CIMT/Type 1 22 Type 3
Durkee	294,264	201,623		7/17-7/30	7,990	65	CIMT
		86,653	Burnt River	7/17-7/30	5,040	20	
		42,345	Ironside	7/17-7/26	1,262	19	
		72,625	Vale	7/20-7/24	1,500	20	
		0	Lookout-Glasgow MA	7/17-7/22	188	6	
Thompson	31,557	31,557		7/22-7/30	3,509	41	CIMT
		31,068	Burnt River	7/22-7/30	2,025	10	
		489	Lookout-Glasgow	7/22-7/28	1,484	31	
Powder/Timber Canyon	728	587	Lookout-Glasgow	7/22-7/24	301	21	CIMT
Cow Valley	133,490	114,064		7/11-7/17	1,807	29	CIMT
		73,529	Ironside	7/11-7/17	397	13	
		40,535	Vale	7/11-7/17	1,400	15	
		0	Burnt River MA	7/12-7/13	10	1	
Coyote	22,180	21,415		7/22-7/24	273	17	CIMT
		18,989	Lookout-Glasgow	7/22-7/24	265	16	
		2,426	Greater Pine Valley	07/22/2024	8	1	
Falls	151,683	1204		7/10-8/30	1,159	21	CIMT
		0	Crane MA	7/15-7/18	230	6	
		1,204	Lone Pine	7/10-8/30	694	12	
		0	N. Harney MA	7/13-7/21	235	3	
Telephone	54,005	11,952		7/22-7/25	490	12	CIMT
		11,855	Crane	7/23-7/25	240	9	
		97	North Harney	7/22-7/25	250	3	
Bowman Well	2,853	2,853	High Desert	9/6-9/15	60	4	CIMT
Wiley Flat	30,185	2		9/2-9/9	506	12	CIMT
		0	Brothers-Hampton MA	09/02/2024	426	5	
		2	Post-Paulina	9/2-9/9	80	7	
Crazy Creek	86,968	1,271		7/25-8/6	1,042	29	CIMT
		0	Brothers-Hampton MA	08/01/2024	52	1	
		1,271	Post-Paulina	7/25-8/6	990	28	
Warner Peak	77,463	77,463	Warner Valley	8/7-8/13	320	7	CIMT
Rail Ridge	176,661	10,482	Post-Paulina	9/2-9/7	1,055	30	CIMT

IMT Fires	Total Acres	RFPA Acres	RFPAs Involved	Dates	Volunteer Hours	Vehicles	IMT
RFPAs engaged on 39 IMT Fires		695,009	24 RFPAs	6/26-10/8/2024	38,511	699	17 CIMT/Type 1 22 Type 3
Lone Rock	137,222	11,657		7/13-7/25	6,773	50	CIMT
		9,050	WC Ranches	7/13-7/25	4,003	37	
		2,607	Wheeler County Fire & Rescue	07/15/2024	2,540	10	
		0	Twickenham MA	7/19-7/21	230	3	
Shoe Fly	26,817	7,562		9/2-9/5	716	14	ODF IMT
		4,145	Twickenham	9/2-9/5	128	3	
		0	WC Ranches MA	09/02/2024	218	3	
		3,417	Wheeler County Fire & Rescue	09/02/2024	370	8	
Service	23,905	5		9/6-9/9	1,338	18	ODF IMT
		5	Wheeler County Fire & Rescue	09/06/2024	355	9	
		0	Twickenham MA	9/6-9/9	196	2	
		0	WC Ranches MA	09/06/2024	787	7	
Kinzua	96	0	Twickenham MA	05-Sep	44	1	ODF IMT
Larch	18,286	0		7/9-7/11	867	23	ODF IMT
		0	Bakeoven-Shaniko MA	07/11/2024	707	13	
		0	Petersburg MA	07/09/2024	160	10	
Porcupine	6,491	6,491		8/5-8/8	296	19	Type 3
		6,491	Crane	8/5-8/8	276	18	
		0	N. Harney MA	08/05/2024	20	1	
Ritter	461	461		7/23-7/24	132	7	Type 3
		461	Crane	7/23-7/24	111	6	
		0	Juntura MA	24-Jul	21	1	
Solomon	1,850	1,850	Frenchglen	9/2-9/3	20	2	Type 3
Tucker	833	833	High Desert	06/26/2024	24	4	Type 3
Flat Top	36,362	485	High Desert	9/6-9/10	80	8	Type 3
Sage Hen	5,953	5,953		9/2-9/5	455	7	Type 3
		5,953	Silver Creek	9/2-9/5	455	7	
		0	Wagontire MA				
Bennett	630	630		08/04/2024	333	16	Type 3
		630	Ashwood-Antelope	08/04/2024	55	7	
		0	Bakeoven-Shaniko MA	08/04/2024	278	9	

IMT Fires	Total Acres	RFPA Acres	RFPAs Involved	Dates	Volunteer Hours	Vehicles	IMT
RFPAs engaged on 39 IMT Fires		695,009	24 RFPAs	6/26-10/8/2024	38,511	699	17 CIMT/Type 1 22 Type 3
Oak Canyon	15,170	0	0 Bakeoven-Shaniko MA 0 Petersburg MA	09/02/2024 09/02/2024 09/02/2024	241 138 103	22 7 15	Type 3
Pine	6,634	6,521	Brothers-Hampton	10/7-10/8	50	3	Type 3
Camp Creek	1,581	0	0 Brothers-Hampton MA 0 Post-Paulina MA	7/23-7/26 07/23/2024 7/23-7/26	179 21 158	15 2 13	Type 3
Durgan	3,725	2,636	0 Brothers-Hampton MA 2,636 Post-Paulina	7/22-7/24 07/24/2024 7/22-7/24	235 6 229	18 1 17	Type 3
Huntington Fire	4,510	2,593	Burnt River	7/10-7/12	479	13	Type 3
Town Gulch	18,234	1453	489 Lookout-Glasgow 964 Greater Pine Valley	8/5-8/10 8/5-8/10 8/5-8/6	1,133 1,073 60	23 21 2	Type 3
Bonita	2,727	2,727	Ironside	7/11-7/13	91	9	Type 3
Hole in the Ground	98,977	98,977	98,977 Jordan Valley 0 Blue Mountain MA	07/24/2024 07/24/2024	3,378 3,350 28	36 35 1	Type 3
Soldier Creek	11,061	11,061	Jordan Valley	08/05/2024	1,400	40	Type 3
Jump	25,741	25,741	Jordan Valley	08/05/2024	560	15	Type 3
Grasshopper	2,665	2,665	Juntura	7/24-7/25	247	6	Type 3
Jones	7,105	6,721	Juntura	9/2-9/5	520	9	Type 3
Little Valley	17,900	17,900	Vale	6/26-6/27	230	10	Type 3
River	2,799	2,799	Vale	07/10/2024	100	10	Type 3
Twin Springs	2,815	2,815	Vale	07/17/2024	78	13	Type 3

Annual Totals

Row One

Year	No. of RFPA	Total Acres Protected	Private Acres ³	State Acres ²	Federal Acres ¹	No. of Fires	Mutual Assist Fires	Smoke Chases	State & Private Acres Burned	Total Acres Burned	Fires over 500 Acres	Fire Suppression Hours	Admin Hours	POV Mileage
2015	20	13,897,124	4,007,960	616,063	9,322,329	164			113,160	263,971	11	15,591	9,954	
2016	22	14,228,169	4,169,230	601,743	9,457,196	116	31		2,732	87,422	7	5,956	20,148	
2017	23	15,967,400	4,553,896	639,901	10,773,603	146	35	147	29,580	103,388	17	9,556	21,148	76,589
2018	23	16,556,081	4,855,598	639,982	11,060,501	168	52	57	25,579	76,380	17	8,692	21,075	82,000
2019	24	16,556,081	4,855,598	639,982	11,060,501	114	32	76	3,308	34,475	5	5,624	17,802	84,770
2020	24	16,556,081	4,855,598	639,982	11,060,501	142	37	78	19,005	79,516	14	8,068	17,264	62,050
2021	24	16,556,081	4,855,598	639,982	11,060,501	114	32	34	5,643	14,493	9	5,228	15,816	56,938
2022	26	17,703,201	5,276,687	646,767	11,778,940	131	41	67	30,449	53,790	6	5,194	19,061	57,662
2023	28	17,539,962	5,130,732	685,902	11,654,112	93	30	91	5,606	7,080	5	4,743	20,264	67,862
2024	28	17,539,962	5,130,732	685,902	11,654,112	232	80	151	325,830	747,822	39	45,150	26,981	78,465
10-Year Average						142	37	70	56,089	146,834	13	11,380	18,951	56,634

Row Two

Year	Member Properties (estimate)	Support Personnel	Trained Firefighters	TOTAL VOLUNTEERS	Fire Eng Type 4	Fire Eng Type 5 & 6	Slip-on Pickup	Slip-on Trailer	ATV UTV Tank	Tenders	Graders	Dozers	Tractor w/ Transport	Tractor w/ Disk
2015	641	252	283	535	95		112	6	57	45	11	43		
2016	558	449	340	789	61	71	116	24	70	50	26	98	41	
2017	671	516	512	1028	80	76	127	18	72	54	26	86	51	17
2018	1,007	400	648	1048	92	97	146	31	89	62	30	87	45	15
2019	988	406	684	1090	97	108	140	19	82	55	24	76	48	13
2020	996	443	655	1098	98	103	139	23	84	50	25	101	47	16
2021	1,185	412	639	1051	93	111	140	38	103	55	31	95	44	16
2022	1,129	403	802	1205	99	113	171	41	123	68	28	89	47	41
2023	1,286	375	798	1173	89	115	192	39	123	73	33	83	46	40
2024	1,248	462	746	1208	100	123	192	39	124	75	21	90	40	63

1. RFPAs do not protect federal acres, this is the acres of federal land within the RFPA boundary.

2. RFPAs protect DSL lands as a membership of the RFPA; OPRD lands are protected under a protection agreement with ODF

3. RFPAs protect all private lands regardless of membership in the Association as per agreement with the Board of Forestry



Rangeland Fire Protection Associations

Rangeland Fire Protection Associations (RFPAs), volunteer groups of landowners who protect their properties and neighboring lands from wildfires; play a vital role in safeguarding 17.5 million acres of rural private and public land, including 5.7 million acres that would otherwise lack fire protection.

Annual Newsletter | 2024



Post-Paulina RFPFA preparing to engage in the Powell Fire, (which later became part of the Rail Ridge Fire), September 4, 2024.

Photo by Allen Teskey, Blue Mountain Ranch

Record Oregon Wildfires Test Rangeland Fire Protection Associations, Proving Their Worth in 2024



Burnt River RFPA engine and dozer working on the Durkee Fire. Burnt River, Vale, Ironside and Lookout-Glasgow RFPAs collectively contributed 65 pieces of equipment and 8,000 personnel hours to suppression efforts on the 294,265 acre Durkee Fire between July 17-30, 2024.

“Rangeland Fire Protection Associations (RFPAs) have displayed commendable efforts during this trying time helping protect their neighbors’ lives and livelihoods to the risk of their own.”

US Senator Merkley, US Senator Wyden, Congressmen in an August 1, 2024 letter to the US Department of Agriculture.

2024 marked a year of extreme fire behavior in Oregon, evidenced by a record 1.9 million acres burned and 6 megafires over 100,000 acres. Eastern Oregon bore the brunt of the destruction, with fires consuming 1.7 million acres where RFPAs operated amid the devastation. While the Bureau of Land Management, Oregon Department of Forestry, and the US Forest Service struggled with insufficient resources to manage the fires, RFPAs committed all their resources to protect their land, livelihoods, and communities. They demonstrated their value through multiple successful initial attacks when no agency resources were available. Their actions prevented tens to hundreds of thousands of additional acres from burning across major fires, including Little Valley, Cow Valley, Durkee, Town Gulch, Hole in the Ground, Falls, Telephone, Lone Rock, Crazy Creek, Shoe Fly, Rail Ridge and others.

RFPAs and cooperators conducted after-action reviews, which confirmed that investments in training, equipment, and relationships had succeeded. Though landowners suffered significant losses, RFPA efforts prevented even greater destruction. Cooperators also noted that additional funding for better equipment and maintenance, along with enhanced support coordinating with Incident Management Teams, could help RFPAs operate more safely and effectively in the future.

Support and Recognition for Rangeland Fire Protection Associations

The fires of 2024 exceeded most associations’ capacity, overwhelming their volunteer members, equipment and budgets. As firefighting operations stretched across weeks, associations depleted their funds. Members drew from their personal finances to maintain equipment and protect their property and communities. AgWest, Walmart, Roundhouse Foundation, The Ford Family Foundation, Marathon Pipeline, Carson Oil, and numerous local businesses and community members offered timely and generous donations, which replenished exhausted bank accounts and boosted members’ morale and equipment safety. News media, fire agencies, and local, state, and federal officials recognized RFPAs’ contributions. State Representative Mark Owens has introduced HB 3349 and 3350 in the 2025 legislative session to increase Oregon’s support and funding for RFPAs.



Governor’s Wildfire Advisor Doug Grafe, ODF Rangeland Fire Program Coordinator Allison Rayburn and State Senator Lynn Findley present Warner Valley RFPA President John O’Keeffe with the 2024 Outstanding Neighbor Award.



Statewide Federal Excess Property Program (FEPP) Coordinator Skip Morton makes field visit to Frenchglen, visits with RFPA president Gary Miller and his son, Levi about the value of FEPP equipment.

Grants Provide \$238,720 to Rangeland Fire Protection Associations

RFPAs rely heavily on Volunteer Fire Capacity Grants for their financial viability. These grants fund firefighting equipment, supplies, personal protective equipment, and safety maintenance. In 2024, rural fire departments and RFPAs could receive a maximum award of \$10,000, with 13 RFPAs receiving a total of \$123,720. The 2024 Bipartisan Infrastructure Law Volunteer Fire Capacity program offered an additional one-time opportunity, providing up to \$20,000 for slip-on tanks. Seven RFPAs secured \$115,000 from this supplemental funding.



A slip on tank that fits in truck bed. Filled with water it provides another water source for dousing fires.

RFPAs Bolstered by Equipment Allocation and Resourceful Repurposing of Other Equipment

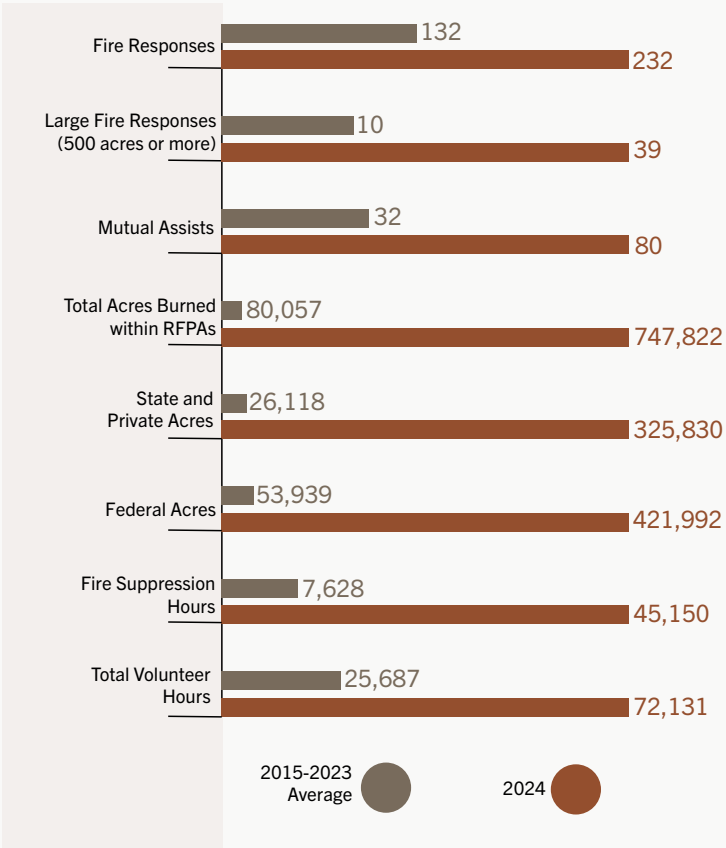
Despite managing a busy training season and a historic fire season, ODF Rangeland Fire Program personnel allocated 27 new pieces of rolling stock (i.e. dozers, tenders, engines), including two large bulldozers to RFPAs. The associations transformed military trucks and Humvees into capable off-road fire engines, including the cab-over truck shown in the background. They also acquired several federal surplus engines from the Forest Service and BLM. Salem Oregon Department of Forestry equipment screener, Charles (Skip) Morton, makes this surplus equipment possible through his tireless work. Morton identifies equipment, investigates its condition, and arranges shipping to deliver usable fire trucks to the Rangeland Associations.

The Coos Forest Protection Association and their local fire department cooperators demonstrated “Neighbors Helping Neighbors” by donating two water tenders, extending support from one corner of the state to the other. Vale RFPA put the donated Freightliner, shown in the photo foreground, to immediate use for several weeks straight on the Cow Valley and Durkee Fires.



One of two tenders Coos Forest Protective Association generously donated to RFPAs in 2024.

2024 RFPA Firefighting Contributions









Watch

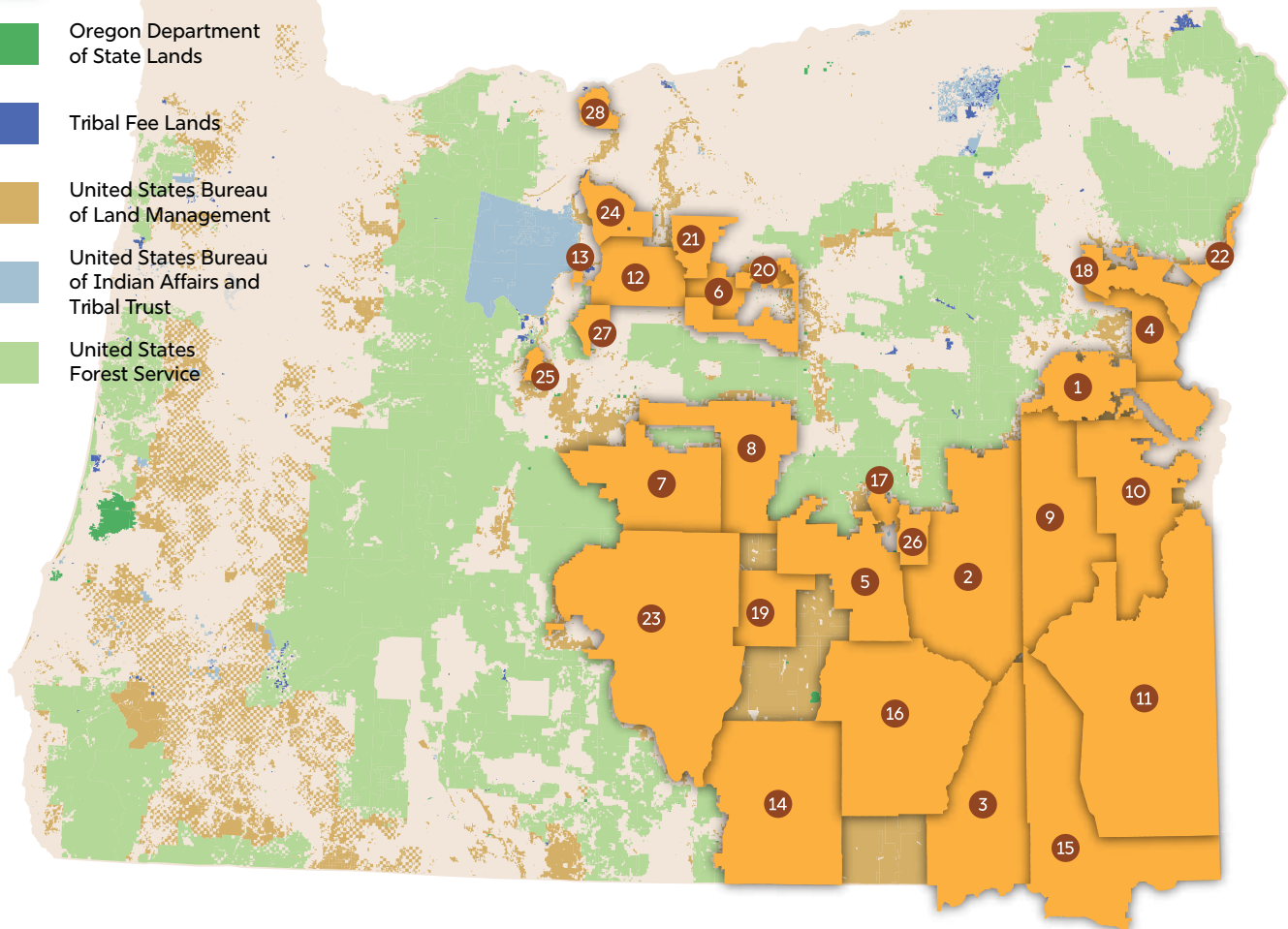
[Rangeland Fire Protection Associations \(RFPA\) Fire Season 2024](#)

Click the link above to watch and hear from Mark McBride (Vale RFPA), Jeff Burkhardt (Vale and Ironside RFPAs) and Levi Bunch (Burnt River RFPA) reflect on the 2024 fire season.

Oregon Rangeland Fire Protection Associations

28 RFPAs consist of 1,200 volunteer members across 9 counties in eastern Oregon. 800 are trained firefighters and 400 provide support.

-  Range Fire Protection Associations
-  Oregon Department of State Lands
-  Tribal Fee Lands
-  United States Bureau of Land Management
-  United States Bureau of Indian Affairs and Tribal Trust
-  United States Forest Service



- | | |
|--|--|
| 1. Ironside RFPA, Malheur Co. est. 1964 | 15. Blue Mountain RFPA, Malheur Co. est. 2013 |
| 2. Crane RFPA, Harney Co. est. 1998 | 16. Frenchglen RFPA, Harney Co. est. 2013 |
| 3. Fields-Andrews RFPA, Harney Co. est. 1998 | 17. Lone Pine RFPA, Harney Co. est. 2013 |
| 4. Burnt River RFPA, Baker Co. est. 2000 | 18. Lookout-Glasgow RFPA, Baker Co. est. 2014 |
| 5. Silver Creek RFPA, Harney Co. est. 2001 | 19. Wagontire RFPA, Harney Co. est. 2015 |
| 6. Twickenham RFPA, Wheeler Co. est. 2001 | 20. WC Ranches RFPA, Wheeler Co. est. 2015 |
| 7. Brothers-Hampton RFPA, Crook, Deschutes Co. est. 2006 | 21. Wheeler County Fire & Rescue RFPA, Wheeler Co. est. 2016 |
| 8. Post-Paulina RFPA, Crook, Deschutes, & Harney Co. est. 2006 | 22. Greater Pine Valley RFPA, Baker Co. est. 2016 |
| 9. Juntura RFPA, Malheur Co. est. 2007 | 23. High Desert RFPA, Lake Co. est. 2018 |
| 10. Vale RFPA, Malheur Co. est. 2008 | 24. Bakeoven-Shaniko RFPA, Wasco Co. est. 2019 |
| 11. Jordan Valley RFPA, Malheur Co. est. 2008 | 25. Lower Bridge RFPA, Deschutes & Jefferson Co. est. 2022 |
| 12. Ashwood-Antelope RFPA, Jefferson, Wasco Co. est. 2009 | 26. North Harney RFPA, Harney Co. est. 2022 |
| 13. Gateway RFPA, Jefferson Co. est. 2010 | 27. Grizzly RFPA, Jefferson Co. est. 2023 |
| 14. Warner Valley RFPA, Lake Co. est. 2011 | 28. Petersburg RFPA, Wasco Co. est. 2023 |

Oregon Department of Forestry supports Rangeland Fire Protection Associations through administrative guidance and cost reimbursement, fire suppression training, facilitating access to federal grants and surplus fire fighting equipment.



For more Information:
Oregon Department of Forestry | allison.rayburn@odf.oregon.gov



Agenda Item No.:	E
Work Plan:	Fire Protection Work Plan
Topic:	Ongoing Topic: Rangeland Protection Association Formation
Presentation Title:	Hearing request to Expand Silver Creek RFPA Boundary
Date of Presentation:	June 4th, 2025
Contact Information:	Stacy Savona, Wildfire Prevention and Policy Manager 971-374-3351, stacy.savona@odf.oregon.gov

SUMMARY

The purpose of this agenda item is to obtain Board approval to proceed with a public hearing on the subject of expanding the current boundary for Petersburg Rangeland Protection Association to include additional rangeland not currently protected.

CONTEXT

This is part of the Department's ongoing effort, pursuant to ORS 477.320, to assist rural communities in eastern Oregon to develop wildland fire protection coverage in areas that are currently unprotected.

Rangeland owners in Wasco County have provided a letter (Attachment 1) requesting the Board to hold a public hearing on the subject of providing protection from fire for rangelands by expanding the current boundary of the Petersburg Rangeland Protection Association (Attachment 2).

BACKGROUND AND ANALYSIS

Rangelands in eastern Oregon present a concern to Forest Protection Districts because of the lack of fire protection. Fires starting on these lands, left uncontrolled, have frequently threatened or spread to forestlands protected by the Department. This creates a dilemma for the district and potential use of district resources on unprotected lands that do not financially support the protection district.

The 2004 Fire Program Review identified assisting local communities in developing fire protection on unprotected lands as a high priority. Rangeland Protective Associations have been formed in Ash Butte, Blue Mt., Brothers Hampton, Burnt River, Crane, Fields-Andrews, Frenchglen, Gateway, Ironside, Jordan Valley, Juntura, Greater Pine Valley, Lookout Glasgow, Lone Pine, Post Paulina, Silver Creek, Twickenham, Vale, Warner Valley, Wagontire, WC Ranches, and Wheeler County.

The area the private landowners are considering for fire protection is interspersed with other land management agencies.

Although the emphasis is protection of private lands, opportunities will exist for partnerships and mutual aid agreements with other entities to strengthen wildland fire protection throughout the area.

RECOMMENDATION

The Department recommends the Board approve the landowners' request to hold a public hearing on the subject of providing protection from fire for rangelands in Wasco County, Oregon.

NEXT STEPS

The Department will hold a public hearing and determine the support for providing fire protection in Wasco, Oregon. If there is sufficient support, a request will be made from the landowners to the Board to determine whether the rangeland should be included within a protection system.

If the Board determines that the rangeland should be included in a rangeland protection system, the Board, in cooperation with interested persons, will establish the extent and type of protection to be provided. Such protection shall be commensurate with the values and uses of the rangeland to be protected.

ATTACHMENT

- (1) Letter from Petersburg Rangeland Protection Association
- (2) Map of the proposed boundary expansion of the Petersburg Rangeland Protection Association

Petersburg Rangeland Fire Protection Association

Dave Wagenblast

Treasurer

P.O. Box 308

The Dalles, OR 97058

541-993-1565

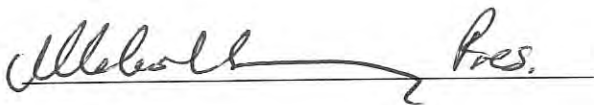
Oregon Department of Forestry
Salem Headquarters
2600 State Street
Salem, OR 97330

March 12, 2025

Dear Board of Forestry,

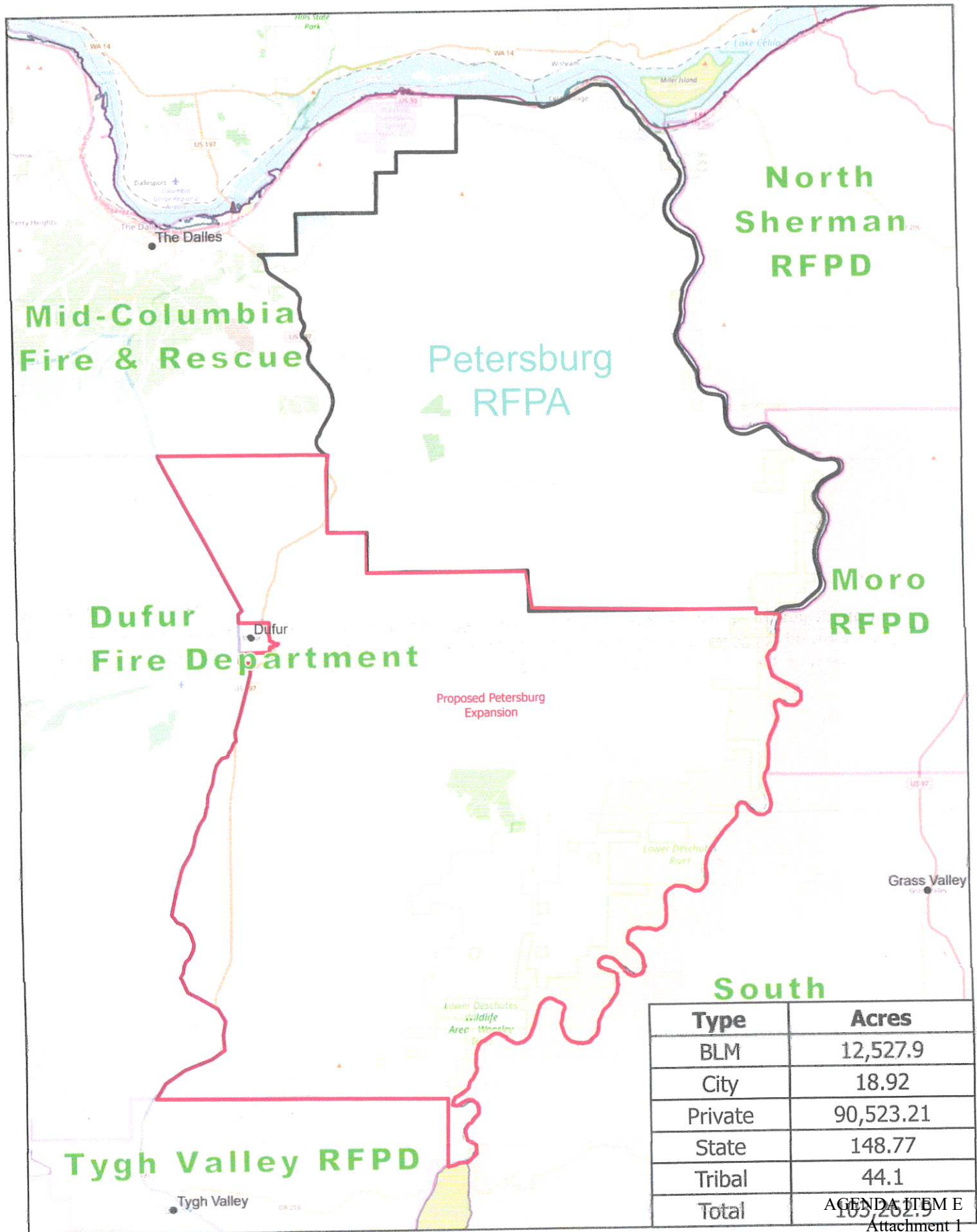
The Petersburg Rangeland Fire Protection Association would like to hold a public meeting to expand our protection boundaries to the south of our current area. We would be adding 12,528 BLM acres, 19 city acres, 90,523 private acres, 149 Oregon state acres, and 44 tribal acres for a total of 103,263 acres. Most of the land we would be expanding into are not protected at this time.

Please see attached map of current area protected by our RFPA and the proposed expansion.

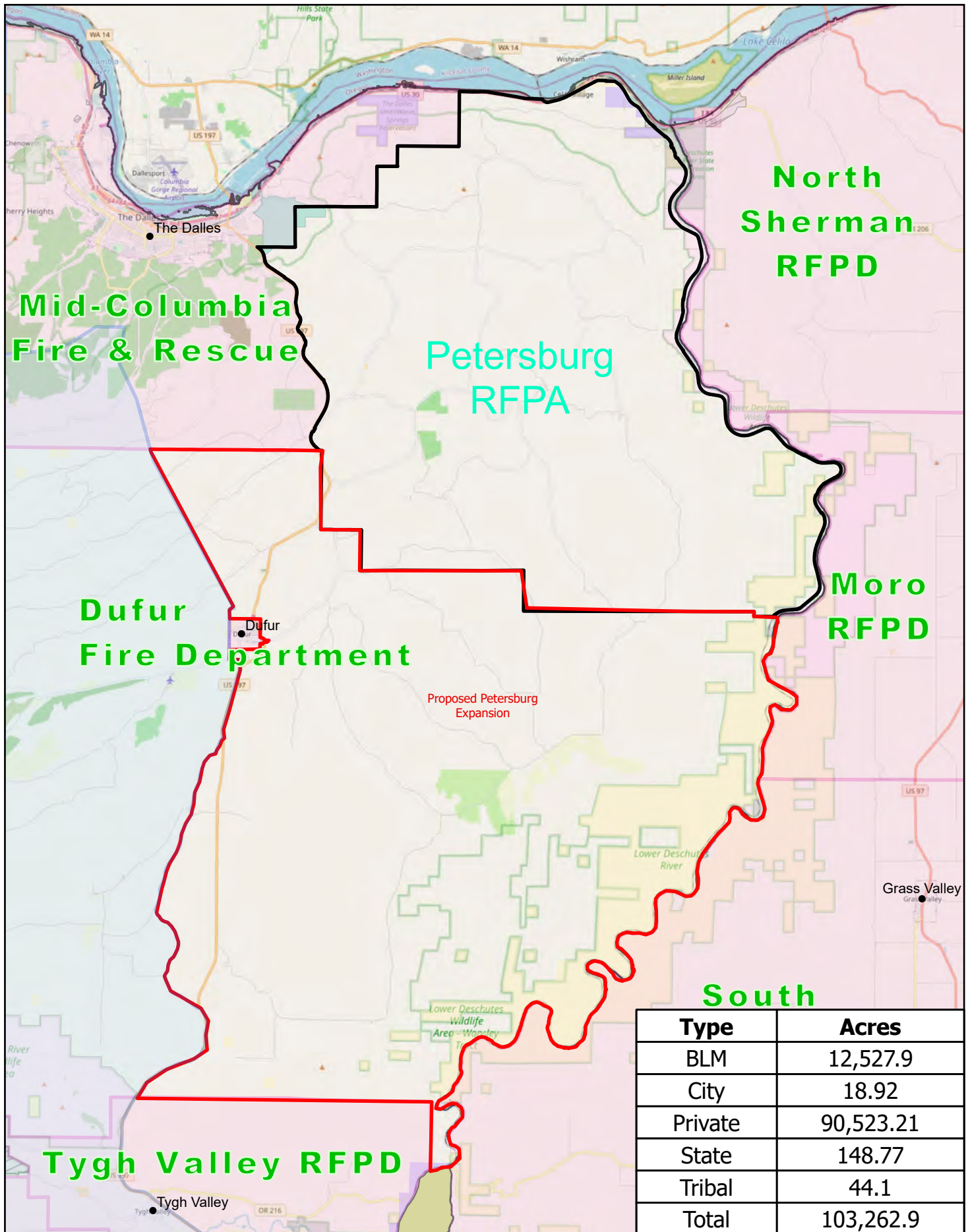
A handwritten signature in black ink, appearing to read "Mike Urness", followed by a horizontal line and the word "Pres." written in cursive.

Mike Urness, Petersburg RFPA President

Petersburg RFPA Boundary Expansion



Petersburg RFPA Boundary Expansion



Agenda Item No.:	F
Work Plan:	Fire Protection Work Plan
Topic:	Ongoing Topic: Rangeland Protection Association Expansion
Presentation Title:	Approval to Expand the Silver Creek Rangeland Protection Association
Date of Presentation:	June 4, 2025
Contact Information:	Stacy Savona, Wildfire Prevention and Policy Manager 971-374-3351, stacy.savona@odf.oregon.gov

SUMMARY

The purpose of this agenda item is to obtain Board approval to proceed with bringing specific areas of Harney and Lake Counties into the Silver Creek Rangeland Protection Association.

CONTEXT

Rangeland fire protection associations are non-profit, locally governed groups of landowners which have been organized to provide fire protection to rangeland in portions of eastern Oregon. These organizations are formed under the authority of the Board and with assistance from the Department.

Currently, there are 26 Rangeland Protection Associations (RPA) that have previously been approved by the Board of Forestry. These RPAs protect over 4,855,598 acres of private land and approximately 639, 982 acres of state-owned lands. These lands, including federally owned land, combine to encompass over 16 million acres.

Several representatives of rangeland owners in Harney and Lake Counties have requested the Board hold a public hearing about providing protection from fire for additional rangeland including 90,000 acres west of the current Silver Creek RPA boundary. The Board, on March 5th, 2025, authorized a public hearing on the formation request, pursuant to ORS 477.320. A hearing was held at the Suntex School in Riley, Oregon, on April 11, 2025.

At the hearing, strong support for the expansion of the association was evident in the immediate area per the oral comments given by the attendees.

These landowners want a way to protect their private property and actively take part in the protection of their lands. The increased level of protection for this area can be achieved by bringing it into the Oregon protection system and expanding the current rangeland association.

RECOMMENDATION

The Department recommends the Board take the following action when it meets on June 4th, 2025:

Approve the inclusion of rangeland in portions of Harney and Lake Counties into the Silver Creek Rangeland Protection Association.

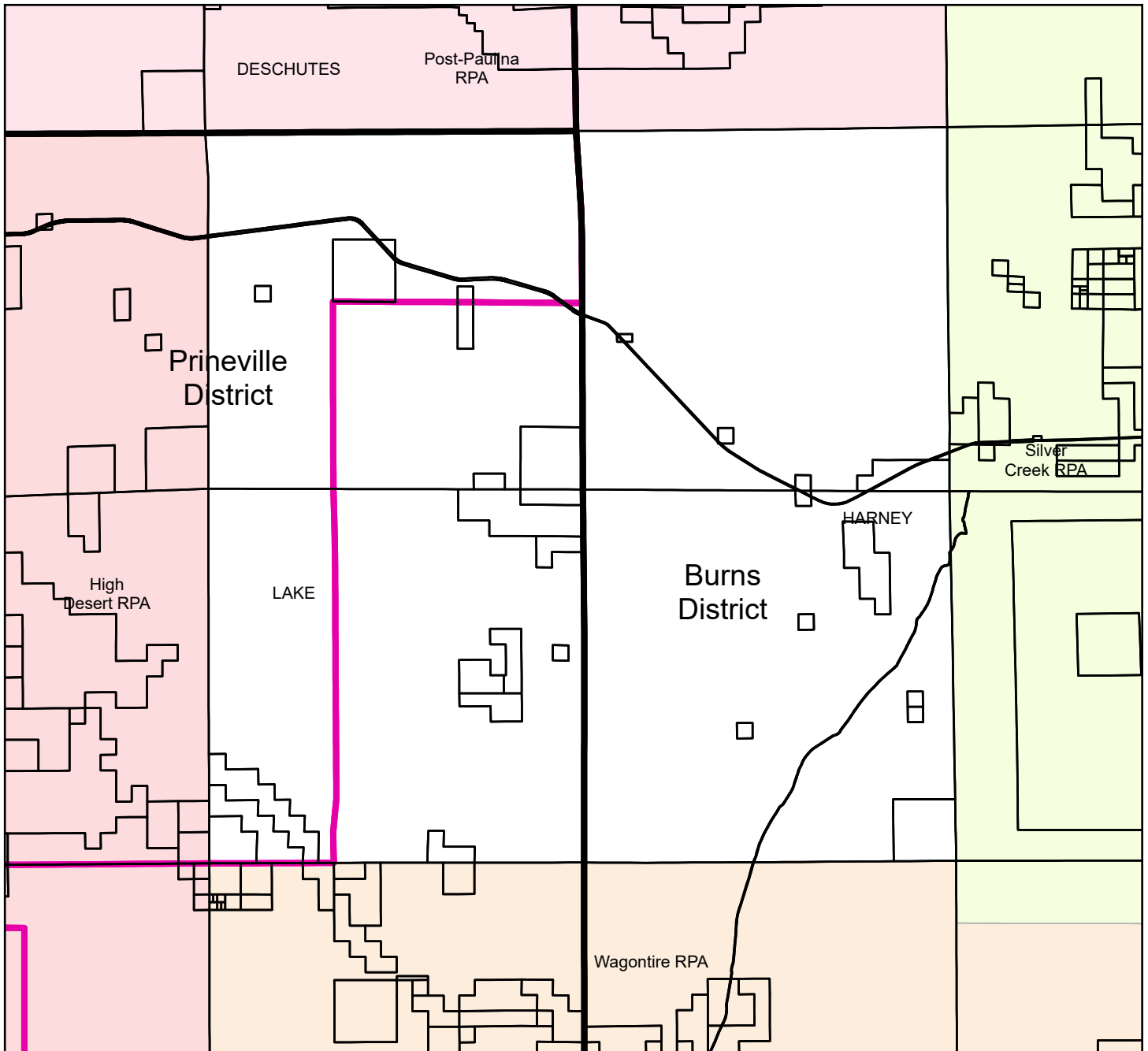
NEXT STEPS

The Department will work with local landowners in the area of the Silver Creek Rangeland Protection Association. This will include developing mutual aid agreements, providing training as requested, offering FEPP equipment as available, and any other assistance as requested and feasible.

ATTACHMENTS

- (1) Silver Creek Rangeland Association expansion boundary map
- (2) Silver Creek Rangeland Association Formation Public Hearing sign-in sheet
- (3) Silver Creek Rangeland Association Formation Public Hearing Report

Unprotected Land



Legend

BLM Districts

RPA_Name

High Desert RPA

Post-Paulina RPA

Silver Creek RPA

Wagontire RPA

Acreage

Private	2,457.87
State	640.00
County	37.40
Federal	84,697.68

Landowner	Address	County	City	State	Zipcode	Acres
ANTLER ACQUISITIONS, LLC	63796 DESCHUTES MARKET RD	Lake	BEND	OR	97701	1,611.35
BUTLER-PARRISH GABRIELLE	20268 S ATHENS DR	Lake	OREGON CIT	OR	97045	426.67
CAMPBELL, WILEY D	9565 N BURR AV	Harney	PORTLAND	OR	97203	259.85
GI RANCH CORP	15 SW COLORADO AVE SUITE 1	Lake	BEND	OR	97702	160.00
HARNEY COUNTY		Harney				37.40
STATE OF OREGON	PO BOX 100	Lake	PAISLEY	OR	97636	640.00
U S A	700 W MINERAL AVENUE	Lake	LITTLETON	CO	80120	40,929.10
U S A		Harney				43,768.58

PUBLIC HEARING PARTICIPATION RECORD
REQUEST TO EXPAND THE "SILVER CREEK RFPA BOUNDARY" AREA INTO THE OREGON PROTECTION SYSTEM UNDER
ORS 477.320

Location: Suntex School Date: 4/11/25 Time: 1800

PLEASE PRINT

NAME & ORGANIZATION	MAILING ADDRESS	TESTIMONY SUBMITTED	
		WRITTEN	ORAL
Chance Miller Silver Creek RFPA	70407 Silver Crk Rd Riley OR 97758		X
Ryan Curtis Silver Creek RFPA	31868 Sunset Valley Ln Bars 069720		X
Daniel Davespike Silver Creek RFPA	53233 Best Lane Riley OR 97758		X
Hettie Patterson SLC RFPA	P.O. Box 34 Riley OR 97758		X

Date: April 14, 2025

To: Oregon Board of Forestry

From: Allison Rayburn, ODF Rangeland Fire Program Coordinator

Subject: Hearing Officer's Report on Fields-Andrews Rangeland Fire Protection Association boundary expansion ORS 477.320(1)

Hearing Information

Proposed Area: 90,000 acres west of current Silver Creek RFPA, in Harney and Lake Counties

Hearing Date & Time: April 11, 2025 @ 6:00 PM

Hearing Location: Suntex School, Riley, Oregon

Written Comments Due: April 11, 2025 6:00 p.m.

Hearing Authorized: Board of Forestry meeting, March 5, 2025

Hearing Officer: Allison Rayburn, ODF Rangeland Fire Program Coordinator

The Public Hearing on the proposal to expand the Silver Creek RFPA boundary and bring those additional lands into the Oregon Protection System was formally convened at 6:01 p.m. at the Suntex School, after a discussion regarding the proposal. Registration forms were available for people who wished to provide oral comments on the proposed formation. The hearing was closed at 6:03 PM.

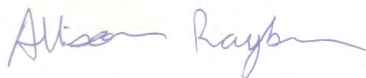
4 members of the public representing the area landowners attended the hearing. 4 people signed the Public Hearing Participation Record form provided oral comments. There was a discussion before the hearing to obtain further information on how the RFPA is funded and the agreements they have in place to work with the Wildland fire agencies.

Summary of Oral Comments

Chance Miller, the President for the Silver Creek Rangeland Fire Protection Association started off the oral comments, with a statement that he is in support of the expansion. Ryan Curtis, Daniel Doverspike and Hettie Patterson also testified they were in favor of the expansion of the Silver Creek RFPA as proposed.

Summary of Written Comments

None submitted.



Allison Rayburn
ODF Rangeland Fire Program Coordinator
Eastern Oregon Area



Board of Forestry Public Meeting

G. Request for Proposal – Recruitment Services for State Forester Position

This item is for the Board to initiate the Request for Proposal to solicit bids from potential vendors who may support the recruitment of the State Forester position.

This is a decision item.

STATE OF OREGON



COVER PAGE

OREGON DEPARTMENT OF FORESTRY

is issuing this Intermediate Request for Proposals under

[SOLICITATION # S-62900-XXXXXX] for

RECRUITMENT SERVICES - STATE FORESTER POSITION

Date of Issue: XXXX

Closing Date: XXXX

Single Point of Contact (SPC): Shannon Rand, Procurement Director

Address:	2600 State Street Building E
City, State, Zip	Salem, OR 97310
Phone (voice)	(971) 283-1135
E-mail:	shannon.rand@odf.oregon.gov

The State of Oregon promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status.

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SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION

The State of Oregon, acting by and through the Department of Forestry, (“Agency”, “ODF”, or “State”), is issuing this Intermediate Request for Proposals (“RFP”) to receive Proposals from organizations who have reputable recruiting experience and expertise in the field of natural resources. The selected Proposer will provide search and recruiting services to identify diverse and highly qualified candidates for the Oregon Department of Forestry’s State Forester position. ODF’s goal is to attract top-tier talent that will provide leadership and guidance to meet the vision, mission, and values of the Agency and to foster equity and excellence with all stakeholders, other agencies, and internal ODF programs.

The term of the Contract is estimated to be 6 months with an option to extend, as necessary, at the sole discretion of the Agency.

1.2 SCHEDULE

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change. N/A denotes that event is not applicable to this solicitation.

Event	Date	Time
Pre-Proposal Conference	N/A	N/A
Questions / Requests for Clarification Due	XXXX	3:00 PM
Answers to Questions / Requests for Clarification Issued (approx.)	XXXX	3:00 PM
Opening (Proposal Due)	XXXX	3:00 PM
Issuance of Award (approx.)	XXXX	N/A

1.3 SINGLE POINT OF CONTACT (SPC)

The SPC for this solicitation is identified on the Cover Page, along with the SPC’s contact information. Proposer shall direct all communications related to any provision of the solicitation, whether about the technical requirements of the solicitation, contractual requirements, the solicitation process, or any other provision only to the SPC.

SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE

2.1 AUTHORITY AND METHOD

Agency is issuing this solicitation pursuant to its authority under ORS 279A.050, ORS 279A.140 and ORS 326.310.

Agency is using the Intermediate Procurement solicitation method set forth in ORS 279B.070 and OAR 125-247-0270.

2.2 OVERVIEW AND PURPOSE

The State Forester is responsible for leading the agency to serve the people of Oregon by protecting, managing, and promoting stewardship of Oregon’s forests to enhance environmental, economic and community stability.

The State Forester is appointed by, and reports to, the Oregon Board of Forestry (“Board”) and is responsible for carrying out the goals and objectives of the Board through executive leadership of ODF and to serve the people of Oregon by protecting, managing, and promoting stewardship of Oregon’s forests to enhance environmental, economic and community sustainability. Oregon’s Revised Statutes (ORS) direct the State Forester to act on all matters pertaining to forestry, including collecting and sharing information about the conditions of Oregon’s forests, protecting forestlands and conserving forest resources.

2.3 SCOPE OF WORK/SPECIFICATIONS

2.3.1 OVERVIEW

The recruitment services performed by Contractor shall be for the purpose of recruiting and hiring the State Forester position. Contractor shall offer full-service recruiting; however, Agency may choose to complete certain process steps internally.

Throughout the recruitment process, Contractor shall keep Agency informed about the recruitment process, with all final approvals by Agency. Contractor shall appraise Agency throughout the recruitment process of any issues or decisions that may impact the recruitment timeline or budget. Contractor shall make recommendations for decisions tied to the recruitment process. Contractor shall provide services through each phase of the recruitment process including, but not limited to the following:

1. Planning;
2. Advertising;
3. Supporting Services;
4. Sourcing;
5. Screening;
6. Interview Set Up/Facilitating;
7. Reference Checking;
8. Salary Negotiating; and
9. Weekly reporting to Agency.

Contractor’s efforts and resources will continue to be engaged until a successful candidate is hired, the Contract expires per the Contract terms, or the Contract is terminated. No guarantee is made that Agency will hire a candidate during the term of the Contract. Should a candidate not accept an offer or does not start work for any reason, Contractor shall continue the recruitment to find another candidate at no additional cost to Agency.

See Exhibit A Statement of Work of the Sample Contract (Attachment A) for an example of Agency’s possible recruitment service needs.

SECTION 3: PROCUREMENT REQUIREMENTS AND EVALUATION

3.1 MINIMUM PROPOSAL REQUIREMENTS

To be considered for evaluation, Proposer must have a minimum of five years of prior executive recruitment outreach services experience, specifically in the field of natural resources.

3.2 MINIMUM SUBMISSION REQUIREMENTS

3.2.1 Proposal Format and Quantity

Proposer should follow the format and reference the sections listed in the Proposal Content Requirements section. Responses to each section and subsection should be labeled to indicate the item being addressed. Proposer must describe in detail how requirements of this solicitation will be met and may provide additional related information.

Proposer shall submit one electronic copy of its Proposal. In addition, if Proposer believes any of its Proposal is exempt from disclosure under Oregon Public Records Law (ORS 192.311 through 192.478), Proposer shall complete and submit the Disclosure Exemption Affidavit (Attachment B), and Proposer shall submit a fully redacted version of its Proposal, clearly identified as the redacted version.

3.2.2 Authorized Representative

A representative authorized to bind the Proposer shall sign the Proposal. Failure of the authorized representative to sign the Proposal may subject the Proposal to rejection by Agency.

3.3 PROCUREMENT PROCESS

3.3.1 Public Notice

The solicitation, including all Amendments and attachments, are published in the [OregonBuys e-procurement system](#). Solicitation documents will not be mailed to prospective Proposers.

Agency shall advertise all Amendments on OregonBuys e-procurement system. Prospective Proposer is solely responsible for checking OregonBuys to determine whether or not any Amendments have been issued. Amendments are incorporated into the solicitation by this reference.

3.3.2 Questions / Requests for Clarification

All inquiries, whether relating to the solicitation process, administration, deadline or method of award, or to the intent or technical aspects of the solicitation must:

- Be delivered to the SPC via an OregonBuys submission or email;
- Reference the OregonBuys bid number
- Identify Proposer's name and contact information
- Be sent by an authorized representative
- Refer to the specific area of the solicitation being questioned (i.e. page, section and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule.

All Questions will be answered via OregonBuys on the Q&A tab.

3.3.3 Pre-Proposal Conference

A pre-submittal conference will not be held for this solicitation.

3.3.4 Proposal Submission

Proposer is solely responsible for ensuring its Proposal is received by the SPC in accordance with the solicitation requirements before Opening. Agency is not responsible for any delays

in mail or by common carriers or by transmission errors or delays or mistaken delivery. Proposals submitted by any means not authorized may be rejected.

3.3.4.1 Submission Options

Proposer shall submit (to the SPC listed on the cover page) one copy of its Proposal and all other submittal requirements, with Proposer Information and Certification Sheet (Attachment C) bearing the Proposer's authorized representative's Signature, in one of the following formats: Adobe Acrobat (pdf), Microsoft Word (docx), or Microsoft Excel (xlsx). If Proposer believes any of its Proposal is exempt from disclosure under Oregon Public Records Law (ORS 192.311 through 192.478), Proposer shall complete and submit the Disclosure Exemption Affidavit (Attachment B). Proposer shall also mark as "Confidential" in OregonBuys all attachments to its Proposal that Proposer believes are exempt from disclosure.

The Proposer Information and Certification Sheet (Attachment C) must bear the Proposer's authorized representative's Signature.

3.3.5 Modification or Withdrawal of Quotes or Proposals

Any Proposer who wishes to make modifications to a Proposal already received by Agency shall submit its modification in one of the manners listed in the Proposal Submission Options section and must denote the specific change(s) to the proposal submission.

If a Proposer wishes to withdraw a submitted Proposal, it shall do so prior to Opening. The Proposer shall submit a Written notice Signed by an authorized representative of its intent to withdraw its Proposal in accordance with OAR 125-247-0440. The notice must include the OregonBuys Bid number and be submitted to the SPC.

3.3.6 Proposal Opening Date

Proposal and all required submittal items must be received by the SPC on or before Opening. All Proposal modifications or withdrawals must be completed prior to Opening.

Proposals received after Opening are considered LATE and will NOT be accepted for evaluation. Late Proposals will be returned to the respective Proposer or destroyed.

3.3.7 Proposal Rejection

Agency may reject a Proposal for any of the following reasons:

- Proposer fails to substantially comply with all prescribed solicitation procedures and requirements, including but not limited to the requirement that Proposer's authorized representative sign the Proposal.
- Proposer fails to meet the responsibility requirements of ORS 279B.110.
- Proposer has undisclosed liquidated and delinquent debt owed to the State of Oregon or any of its agencies, boards, commissions, departments or divisions.
- Proposer makes any contact regarding this solicitation with State representatives such as State employees or officials other than the SPC or those the SPC authorizes, or inappropriate contact with the SPC.
- Proposer attempts to inappropriately influence a member of the Evaluation Committee.
- Proposer is conditioned on Agency's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the solicitation or Amendment.

3.3.8 Opening of Proposals

There will be no public Opening of Proposals. Proposals received will not be available for inspection until after the evaluation process has been completed and the Notice of Award is issued. However, Agency will record and make available the identity of all Proposers after Opening.

3.4 PROPOSALS CONTENT REQUIREMENTS

Proposer must address each of the items listed in this section and all other requirements set forth in this solicitation. Proposer shall describe the Goods to be provided or the Services to be performed or both. A Proposal that merely offers to provide the goods or services as stated in this solicitation will be considered non-Responsive to this solicitation and will not be considered further.

3.4.1 Proposer Information and Certification Sheet

The Proposer shall complete and submit the Proposer Information and Certification Sheet (Attachment C).

3.4.2 Cost Proposal

The Proposer shall provide all-inclusive Cost Proposal (Attachment D).

3.4.3 Prior Executive Recruitment Experience and Success

The Proposer shall provide detailed information about Proposer's experience and success in prior executive recruitment outreach services, specifically in the natural resource field. Experiences shall detail the description of services provided and the outcome of those services, along with information regarding the success of the recruitment process and retention of the individual(s) hired.

3.4.4 Proposed Strategies and Methodologies

The Proposer shall provide a detailed description of what processes and tools they will use to provide full-service recruiting, including, but not limited to:

1. Planning;
2. Advertising;
3. Supporting Services;
4. Sourcing;
5. Screening;
6. Interview Set Up/Facilitating;
7. Reference Checking;
8. Salary Negotiating; and
9. Weekly reporting to Agency.

3.4.5 Timeline

The Proposer shall provide a high level estimated timeline for recruitment services implementation, including milestones and deliverables.

3.4.6 Public Record/Confidential or Proprietary Information

All Proposals are public record and are subject to public inspection after Agency issues the Award. If a Proposer believes that any portion of its Proposal contains any information that is a trade secret under ORS Chapter 192.345(2) or otherwise is exempt from disclosure under the Oregon Public Records Law (ORS 192.311 through 192.478), Proposer shall

complete and submit the Disclosure Exemption Affidavit (Attachment B) and a fully redacted version of its Proposal.

Proposer is cautioned that cost information generally is not considered a trade secret under Oregon Public Records Law (ORS 192.311 through 192.478) and identifying the Proposal, in whole, as exempt from disclosure is not acceptable. Agency advises each Proposer to consult with its own legal counsel regarding disclosure issues.

If Proposer fails to identify the portions of the Proposal that Proposer claims are exempt from disclosure, Proposer has waived any future claim of non-disclosure of that information.

3.5 EVALUATION PROCESS

3.5.1 Responsiveness and Responsibility Determination

Proposals received prior to Opening will be reviewed for Responsiveness to all solicitation requirements including compliance with Minimum Requirements section and Proposal Content Requirements section. If the Proposal is unclear, the SPC may request clarification from Proposer. However, clarifications may not be used to rehabilitate a non-Responsive Proposal. If the SPC finds the Proposal non-Responsive, the Proposal may be rejected, however, Agency may waive mistakes in accordance with OAR 125-247-0470.

In accordance with OAR 137-047-0261(6)(a)(A), Agency may establish a Competitive Range of all Proposers who have made a good faith effort in submitting a Proposal in response to this solicitation for the purpose of correcting deficiencies in Proposals for determining responsiveness during Round 1.

At any time prior to award, Agency may reject a Proposer found to be not Responsible.

3.5.2 Evaluation Criteria

Proposals meeting the requirements outlined in the Proposal Content Requirements section will be evaluated by an Evaluation Committee. Evaluators will assign a score for each evaluation criterion listed below in this section.

SPC may request further clarification to assist the Evaluation Committee in gaining additional understanding of Proposals. A response to a clarification request must be to clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

SCORE	EXPLANATION
18-20 out of 20 available points	OUTSTANDING - Response meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter and project. The Proposer provides insight into its expertise, knowledge, and understanding of the subject matter.
14-17 out of 20 available points	VERY GOOD – Response provides useful information, while showing experience and knowledge within the category. Response demonstrates above average knowledge and ability with no apparent deficiencies noted.
8-13 out of 20 available points	ADEQUATE – Response meets all requirements in an adequate manner. Response demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth by the Proposer.
1-7 out of 20 available points	FAIR – Proposer meets minimum requirements but does not demonstrate sufficient knowledge of the subject matter.
0 out of 20 available points	RESPONSE OF NO VALUE – An unacceptable response that does not meet the requirements set forth in the solicitation. Proposer has not demonstrated knowledge of the subject matter.
0 or 5 available points	Timeline Evaluation Criteria Item 3.5.2.3 will receive 5 points for submitting a high level timeline and shall receive 0 points if not submitted.

3.5.2.1 Evaluation Item 1: Prior Executive Recruitment Experience and Success (40 points)

- **20 available points:** How well does the Proposer provide detailed information about the Proposer’s experience and success in prior executive recruitment outreach services, specifically in the natural resource field?
- **20 available points:** How well do the Proposer’s experiences detail the description of services provided and the outcome of those services, including the success of the recruitment process and retention of the individual(s) hired?

3.5.2.2 Evaluation Item 2: Proposed Strategies and Methodologies (30 points)

- How well does the Proposer provide a detailed description of what processes and tools they will use to provide full-service recruiting including Planning, Advertising,

Supporting Services, Sourcing, Screening, Interview Set Up/Facilitating, Reference Checking, Salary Negotiating and Weekly Reporting to Agency?

3.5.2.3 Evaluation Item 3: Timeline (5 points)

- How well does the Proposer provide a timeline for project implementation, including milestones and deliverables?

3.6 COST EVALUATION (15 points)

The SPC will conduct the cost evaluation. The SPC will award a score based upon the following formula: 15 points will be awarded to the lowest cost proposal, the next lowest cost proposal will receive 10 points, then the next lowest cost proposal will receive 5 points. All cost proposals higher than the third lowest cost proposal will receive zero points.

The SPC will combine the Total cost from Table #1 of Cost Proposal (Attachment D) with the provided answer for Tier 2 from Table #2 to determine the grand total (if a percentage is the only information provided as answer to Tier 2, SPC will use the figure of \$200,000 from which to calculate the Table #2 cost). If a percentage and a flat rate are provided, the higher of the two amounts will be used. Grand totals will be compared among proposals and points will be awarded accordingly.

3.7 [RESERVED]

3.8 NEXT STEP DETERMINATION

Agency may conduct additional rounds of competition if in the best interest of the State. Additional rounds of competition may consist of, but will not be limited to:

- Establishing a Competitive Range
- Presentations/Demonstrations/Additional Submittal Items
- Interviews
- Best and Final Offers

If Agency elects to conduct additional round(s), Agency shall provide written notice to all Proposers describing the next step. At any time, Agency may dispense with the selected additional round and: (1) issue a Notice of Award to the highest ranking Responsible Proposer; or (2) elect to conduct an alternative round of competition; or (3) cancel the solicitation.

3.9 PREFERENCES

3.9.1 Oregon Supplies and Services

Agency prefers Oregon goods and services, and for evaluation purposes, per ORS 279A.128, Agency shall subtract 10% from the cost for any Proposer proposing all Goods fabricated or processed or all Services performed entirely in Oregon before calculating the cost score.

3.9.2 [RESERVED]

3.9.3 Tiebreakers

Oregon Supplies: If Agency receives Proposers identical in cost, fitness, availability and quality and chooses to award a Contract, Agency shall award the Contract in accordance with the procedures outlined in OAR 125-246-0300.

3.10 POINT AND SCORE CALCULATIONS

Scores are the values assigned by each evaluator.

Points are the total possible value for each section as listed in the table below.

The SPC will average all scores for each evaluation criterion.

Cost points are calculated as stated in the Cost Evaluation section.

Points possible are as follows:

TOTAL POINTS POSSIBLE:		90
Evaluation Item 1: Prior Executive Recruitment Experience and Success		40
Q1	How well does the Proposer provide detailed information about the Proposer's experience and success in prior executive recruitment outreach services, specifically in the natural resources field?	20
Q2	How well do the Proposer's experiences detail the description of services provided and the outcome of those services, including the success of the recruitment process and retention of the individual(s) hired?	20
Evaluation Item 2: Proposed Strategies and Methodologies		30
Q4	How well does the Proposer provide a detailed description of what processes and tools they will use to provide full-service recruiting including Planning, Advertising, Supporting Services, Sourcing, Screening, Interview Set Up/Facilitating, Reference Checking, Salary Negotiating and Weekly Reporting to Agency?	30
Evaluation Item 3: Timeline		5
Q5	How well does the Proposer provide a timeline for recruitment services implementation, including milestones and deliverables?	5
Cost Points Possible		15

3.11 RANKING OF PROPOSERS

The SPC will total the final average score (calculated by totaling the points awarded by each Evaluation Committee member and dividing by the number of members), together with cost points, as applicable. After each applicable preference has been applied, SPC will determine rank order for each Proposal, with the highest score receiving the highest rank, and successive rank order determined by the next highest score.

SECTION 4: AWARD AND NEGOTIATION

4.1 AWARD NOTIFICATION PROCESS

4.1.1 Award Consideration

Agency, if it awards a Contract, shall award a Contract to the highest-ranking Responsible Proposer(s) based upon the scoring methodology and process described in Section 3. Agency may award less than the full Scope defined in this solicitation.

4.1.2 Notice of Award

Agency will notify all Proposers in Writing that Agency has awarded a Contract to the selected Proposer(s) subject to successful negotiation of any negotiable provisions.

4.2 SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS

4.2.1 Insurance

Prior to execution of the Contract, the apparent successful Proposer shall secure and demonstrate to Agency proof of insurance coverage meeting the requirements identified in this solicitation or as otherwise negotiated.

Failure to demonstrate coverage may result in Agency terminating Negotiations and commencing Negotiations with the next highest-ranking Proposer.

Proposer is encouraged to consult its insurance agent about the insurance requirements contained in Insurance Requirements (Exhibit B of Attachment A) prior to proposal submission.

4.2.2 Taxpayer Identification Number

The apparent successful Proposer shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed [W-9 form](#) if either of the following applies:

- When requested by Agency (normally in an intent to award notice), or
- When the backup withholding status or any other information of Proposer has changed since the last submitted W-9 form, if any.

Agency will not make any payment until Agency has a properly completed W-9.

4.2.3 Business Registry

If selected for award, Proposer shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Contract. The selected Proposer shall submit a current Oregon Secretary of State Business Registry number, or an explanation if not applicable.

All Corporations and other business entities (domestic and foreign) must have a Registered Agent in Oregon. See requirements and exceptions regarding Registered Agents. For more information, see Oregon Business Guide, How to Start a Business in Oregon and Laws and Rules. The titles in this subsection are available at the following Internet site:

<http://www.filinginoregon.com/index.htm>.

4.3 CONTRACT NEGOTIATION

4.3.1 Negotiation

After selecting a successful Proposer, Agency may negotiate the Statement of Work.

In the event that the parties have not reached mutually agreeable terms within 14 calendar days, Agency, at its discretion, may terminate Negotiations and commence Negotiations with the next highest-ranking Proposer.

SECTION 5: ADDITIONAL INFORMATION

5.1 COMMITMENT TO DIVERSITY, EQUITY, AND INCLUSION

The State of Oregon is committed to taking active steps toward increasing and promoting diversity, equity, and inclusion values across procurement processes for minority, women, emerging small, and service-disabled veteran owned businesses by reducing barriers to compete for and be awarded state contracts. All interested businesses are encouraged to submit proposals for this contracting opportunity.

5.2 CERTIFIED FIRM PARTICIPATION

Pursuant to Oregon Revised Statute (ORS) Chapter 200, Agency encourages the participation of small businesses, certified by the Oregon Certification Office for Business Inclusion and Diversity ("COBID") in all contracting opportunities. This includes certified small businesses in the following categories: disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business. Agency also encourages joint ventures or subcontracting with certified small business enterprises. For more information, visit: [Business Oregon : Certification Office for Business Inclusion and Diversity \(COBID\) : State of Oregon](#)

5.3 GOVERNING LAWS AND REGULATIONS

This intermediate procurement is governed by the laws of the State of Oregon. Venue for any administrative or judicial action relating to this intermediate procurement, evaluation and award is the Circuit Court of Marion County for the State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or consent to the jurisdiction of any court.

5.4 OWNERSHIP/PERMISSION TO USE MATERIALS

All Proposals submitted in response to this solicitation become the property of Agency. By submitting a Proposal in response to this solicitation, Proposer grants the State a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Proposal solely for the purpose of evaluating the Proposal, negotiating a Contract, if awarded to Proposer, or as otherwise needed to administer the intermediate procurement process, and to fulfill obligations under Oregon Public Records Law (ORS 192.311 through 192.478).

5.5 CANCELLATION OF SOLICITATION; REJECTION OF PROPOSALS; NO DAMAGES.

Pursuant to ORS 279B.100, Agency may reject any or all Proposals in-whole or in-part, or may cancel this solicitation at any time when the rejection or cancellation is in the best interest of the State or Agency, as determined by Agency. Neither the State nor Agency is liable to any Proposer for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the solicitation, award, or rejection of any Proposal.

5.6 COST OF SUBMITTING A PROPOSAL

Proposer shall pay all the costs in submitting its proposal, including, but not limited to, the costs to prepare and submit the proposal, costs of samples and other supporting materials, costs to participate in demonstrations, or costs associated with protests.

5.7 STATEWIDE E-WASTE/RECOVERY PROCEDURE

If applicable, Proposer shall include information in its proposal that demonstrates compliance with the Statewide E-Waste/Recovery Procedure 107-011-050_PR. Download the procedure by visiting www.oregon.gov/DAS, then enter the procedure number into the search bar, and find the procedure in the search results window.

5.8 RECYCLABLE PRODUCTS

Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the Services or Work set forth in this document and the subsequent Contract. (ORS 279B.025)

SECTION 6: LIST OF ATTACHMENTS

ATTACHMENT A	SAMPLE CONTRACT
ATTACHMENT B	DISCLOSURE EXEMPTION AFFIDAVIT
ATTACHMENT C	PROPOSER INFORMATION AND CERTIFICATION SHEET
ATTACHMENT D	COST PROPOSAL
ATTACHMENT E	RESPONSIBILITY INQUIRY
ATTACHMENT F	POSITION DESCRIPTION

State of Oregon

Sample Contract for Services No.

This Contract for Services (this “Contract”) is by and between the State of Oregon, acting through its Oregon Department of Forestry, (“Agency”) and _____ (“Contractor”) and is effective upon the date of execution by Agency and Contractor (“Effective Date”).

Contractor’s Contract Administrator for this Contract is:

Name and Title
**Address
**City, State ZIP
Phone: (xxx) xxx-xxxx
Fax: (xxx) xxx-xxxx
anyname@yahoo.com

Agency’s Contract Administrator for this Contract is:

Wendy Heckman, Deputy Director
Agency Administration, Oregon
Department of Forestry
2600 State Street
Salem, OR 97310
Phone: (503)881.5255
Wendy.e.heckman@odf.oregon.gov

Either party may change its Contract Administrator by providing the other notice in compliance with Section 17.6 of this Contract.

1. Contract Term.

The “Effective Date” of this Contract is the date this Contract has been fully executed by each party and, approved as required by applicable law. Unless extended or terminated earlier in accordance with its terms, this Contract terminates on **November 30, 2025**. The termination of this Contract will not extinguish or prejudice Agency’s right to enforce this Contract with respect to any default by Contractor that has not been cured.

2. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence:

- 2.1.** this Contract less all exhibits;
- 2.2.** Exhibit A (Statement of Work);
- 2.3.** Exhibit B (Required Insurance), and
- 2.4.** Exhibit C (Independent Contractor Certification)

The foregoing documents and Exhibits are attached hereto and made a part of the Contract by this reference.

3. Services.

3.1. Performance of Services. Contractor shall perform the services (the “Services”) and deliver to agency the deliverables (“Deliverables”) set forth in Exhibit A, the Statement of Work (the “Statement

of Work”). The Statement of Work includes the delivery schedule for the Deliverables and Services. Contractor shall perform the Services in accordance with the terms and conditions of this Contract.

3.2.Submission and Acceptance of Deliverables. When the Statement of Work requires Contractor to deliver Deliverables to Agency, then Contractor shall deliver Deliverables that comply with the requirements and acceptance criteria set forth in the Statement of Work. Contractor shall provide written notice to Agency upon delivery of a completed Deliverables to Agency. By no later than (i) 15 business days after receipt of such notice, or (ii) the date or period for review set forth in the Statement of Work, Agency will determine whether the Deliverables has the characteristics and otherwise meets the acceptance criteria set forth in the Statement of Work. If Agency determines that the Deliverables has the characteristics and meets acceptance criteria set forth in the Statement of Work in all material respects, Agency will notify Contractor in writing of Agency’s acceptance of the Deliverables.

3.3.Rejection of Deliverables; Corrections. If Agency determines that a Deliverables does not have the characteristics or otherwise meet the acceptance criteria set forth in the Statement of Work in all material respects, Agency will notify Contractor in writing of Agency’s rejection of the Deliverables, and describe in reasonable detail in such notice the Agency’s basis for rejection of the Deliverables. Upon receipt of notice of non-acceptance, Contractor shall, within a 15 business day period, modify or improve the Deliverables at Contractor’s sole expense so that the Deliverables has the characteristics described in the Statement of Work and meets, in all material respects, the acceptance criteria, and notify the Agency in writing that it has completed such modifications or improvements and re-tender the Deliverables to Agency. Agency will thereafter review the modified or improved Deliverables within 15 business days of receipt of the Contractor’s delivery of the Deliverables. Failure of the Deliverables to have the characteristics or meet in all material respects the acceptance criteria set forth in the Statement of Work after the second submission will constitute a default by Contractor. In the event of such default, Agency may either, (i) notify Contractor of such default and instruct Contractor to modify or improve the Deliverables as set forth in this Section, or (ii) notify Contractor of such default and pursue its remedies for default provided for by law or the terms of this Contract.

4. Compensation.

4.1.Not to Exceed Compensation. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is ***.***.***. Agency will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract and will not pay for Services performed before the Effective Date or after the expiration or termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Services subject to the amendment.

4.2.Payments. Payments, including interim payments, to Contractor are subject to ORS 293.462, will be made only for completed and accepted Deliverables and Services, and will be made in accordance with the payment schedule and requirements set forth in Exhibit A.

4.2.1. Exclusions. Agency will not pay Contractor for any internal candidates that are hired. Contractor’s efforts and resources will continue to be engaged until a successful candidate is hired or the Contract expires by its terms or is terminated. No guarantee is made that Agency will hire a candidate during the term of the Contract. Should the candidate not accept the offer or does not start work for any reason, Contractor shall continue the recruitment to find another candidate at no additional cost to Agency.

4.2.2. Candidate Placement Fee. The candidate placement fee is only due and payable if Contractor's referred candidate is hired for the position and in the position for 90 calendar days. The candidate placement fee is based on the candidate's starting final negotiated annual salary.

4.3. Invoices. Contractor shall submit invoices to Agency as set forth in the Statement of Work or, if not set forth therein, to Agency's Contract Administrator. Contractor may submit invoices in accordance with the payment schedule set forth in the Statement of Work or, if no payment schedule is set forth therein, then no more frequently than once per month for accepted Deliverables and Services. The invoices must describe all Services performed with particularity, including the dates Contractor performed the Services for which it is requesting payment, and by whom the Services were performed and shall itemize and explain all expenses that this Contract requires Agency to pay and for which Contractor claims reimbursement.

4.4. Expenses. Agency will not pay or reimburse any expenses incurred by Contractor during the completion of the Services except as authorized in the Statement Work or elsewhere in this Contract. Any such authorized travel expenses must comply with the Oregon Travel Policy available on the Internet at: <http://www.oregon.gov/das/cfo/sars/policies/oam/40.10.00.pdf>

4.5. Funds Available and Authorized. Contractor will not be compensated for Services performed under this Contract by any agency or department of the State of Oregon other than Agency. Agency believes it has sufficient funds currently available and authorized for expenditure to make payments under this Contract within Agency's biennial appropriation or limitation. Contractor understands and agrees that Agency's payments under this Contract are contingent on Agency receiving appropriations, limitations, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

5. Contractor's Personnel.

5.1. Key Persons. Contractor acknowledges and agrees that Agency selected Contractor, and is entering into this Contract, because of the special qualifications of Contractor's key persons identified in the Statement of Work (each a "Key Person" and, together, "Key Persons"). Neither Contractor nor a Key Person may delegate performance of the powers and responsibilities that a Key Person is required to provide under this Contract to another Contractor employee, subcontractor or agent without first obtaining the written consent of Agency. Further, Contractor may not re-assign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the Agency with the required expertise, experience, judgment, and personal attention, without first obtaining Agency's written consent to such re-assignment or transfer, which Agency will not unreasonably withhold or delay. Notwithstanding the foregoing, Contractor may replace a Key Person in the event the Key Person is no longer available due to circumstances beyond Contractor's reasonable control, such as death, illness, or termination of employment with Contractor. In the event Contractor requests that Agency approve a re-assignment or transfer of a Key Person, or if Contractor must replace a Key Person, Agency may interview, review the qualifications of, and approve or reject the proposed replacement for the Key Person. Any such replacement must have substantially equivalent or better qualifications than the Key Person being replaced. Any replacement personnel approved by Agency in writing (email acceptable) will thereafter be deemed a Key Person for purposes of this Contract, and the Statement of Work will be deemed amended to include such Key Person.

5.2. Payment for Replacement Key Personnel. If Agency is paying Contractor on an hourly or other periodic basis, then Contractor will not charge Agency, and Agency will not pay, for a replacement Key

Person while such replacement acquires the project knowledge and skills necessary to perform the Services. Such period of non-charge will be agreed upon by the parties.

5.3.State Premises. Contractor and Contractor staff shall comply with all policies, rules, procedures, and regulations established by Agency and the State for access to and activities in and around premises controlled by Agency or any other agency of the State.

6. Independent Contractor; Responsibility For Taxes And Withholding

6.1.Independent Contractor. Contractor shall perform all Services as an independent contractor. Agency reserves the right (i) to determine and modify the delivery schedule for the Services and (ii) to evaluate the quality of the Services; however, Agency may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Services.

6.2.No Conflicts. Contractor, by signature to this Contract, represents and warrants that Contractor's performance of the Services under this Contract creates no potential or actual conflict of interest as defined by ORS 244; and no statutes, rules or regulations of any State of Oregon or federal agency for which Contractor currently performs work would prohibit Contractor from performing the Services under this Contract.

6.3.Affiliation. Contractor understands and agrees that it is not an "officer," "employee," or "agent" of the State of Oregon, as those terms are used in ORS 30.265 or otherwise.

6.4.Taxes and Benefits. Contractor is responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless required by applicable law, Agency will not withhold from such compensation or payments any amount to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

7. Subcontracts, Successors, And Assignments

7.1.Subcontracts. Contractor shall not enter into any subcontracts for any of the Services required by this Contract without Agency's prior written consent. In addition to any other provisions Agency may require, Contractor shall include in any permitted subcontract under this Contract provisions to ensure that Agency will receive the benefit of subcontractor's performance as if the subcontractor were Contractor. Agency's consent to any subcontract does not relieve Contractor of any of its duties or obligations under this Contract.

7.2.Successors and Assigns. The provisions of this Contract are binding upon and inure to the benefit of the parties to this Contract, their respective successors, and permitted assigns, if any.

7.3.No Assignment. Contractor shall not assign or transfer any of its rights or delegate its obligations under this Contract without Agency's prior written consent.

8. Representations and Warranties.

8.1.Contractors' General Representations and Warranties. Contractor represents and warrants to Agency that:

- 8.1.1. Contractor has the power and authority to enter into and perform this Contract;
- 8.1.2. This Contract, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms;
- 8.1.3. Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Services;
- 8.1.4. Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
- 8.1.5. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the Effective Date, faithfully has complied with:
 - 8.1.5.1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - 8.1.5.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - 8.1.5.3. Any tax provisions imposed by a political subdivision of this State that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor;
 - 8.1.5.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; and
- 8.1.6. Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.

8.2. Contractor's Performance Warranties.

- 8.2.1. Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor shall apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with the highest standards prevalent in Contractor's industry, trade or profession;
- 8.2.2. The Services and each Deliverables delivered by Contractor pursuant to the Services will materially comply with any service descriptions, specifications, standards or requirements set forth in this Contract;
- 8.2.3. Except as otherwise provided in this Contract (including Section 9), Contractor shall transfer all Deliverables to Agency free and clear of any and all restrictions on or conditions of transfer, modification, licensing, sublicensing, direct or indirect distribution, or assignment, and free and clear of any and all liens, claims, mortgages, security interests, liabilities, and encumbrances of any kind; and
- 8.2.4. Except as otherwise set forth in this Contract, any subcontractors performing work for Contractor under this Contract have assigned all of their rights in the Deliverables to Contractor

or Agency and no third party has any right, title or interest in any Deliverables supplied to Agency under this Contract.

8.3.Warranties cumulative. The warranties set forth in Section 8 are in addition to, and not in lieu of, any other warranties set forth elsewhere in this Contract.

9. Ownership of Work Product.

9.1.Definitions. As used in this Section 9, and elsewhere in this Contract, the following terms have the meanings set forth below:

9.1.1. “Contractor Intellectual Property” means any intellectual property owned by Contractor and developed independently from the Services.

9.1.2. “Third Party Intellectual Property” means any intellectual property owned by parties other than Agency or Contractor.

9.1.3. “Work Product” means everything that is originally made, conceived, discovered, or reduced to practice by Contractor or Contractor’s subcontractors or agents (either alone or with others) pursuant to this Contract, including every invention, modification, discovery, design, development, customization, configuration, improvement, process, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection).

9.2.Original Works. All Work Product created by Contractor pursuant to the Services, including derivative works and compilations of Work Product, and whether or not such Work Product is considered a work made for hire or an employment to invent, is the exclusive property of Agency. Agency and Contractor agree that such Work Product is “work made for hire” of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the Work Product is not “work made for hire,” Contractor hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency’s reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in Agency. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

9.3.License in Contractor Intellectual Property. In the event that a Deliverables delivered by Contractor under this Contract is or is a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Contractor Intellectual Property employed in the Deliverables, and to authorize others to do the same on Agency’s behalf.

9.4.License in Third Party Intellectual Property. In the event that a Deliverables delivered by Contractor under this Contract is or is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Contractor shall secure on the Agency’s behalf and in the name of the Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and

display the pre-existing elements of the Third Party Intellectual Property employed in the Deliverables, and to authorize others to do the same on Agency's behalf.

9.5.No Rights. Except as expressly set forth in this Contract, nothing in this Contract may be construed as granting to or conferring upon Contractor any right, title, or interest in any intellectual property that is now owned or subsequently owned by Agency. Except as expressly set forth in this Contract, nothing in this Contract may be construed as granting to or conferring upon Agency any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor.

9.6.Marks. Neither party grants the other the right to use its trademarks, trade names, service marks or other designations in any promotion or publication without prior written consent. Each party grants only the licenses and rights specified in this Contract.

9.7.Competing Services. Subject to the provisions of this Section 9, and Contractor's obligations with respect to Confidential Information, including as defined in Section 10, nothing in this Contract precludes or limits in any way the right of Contractor to: (i) provide services similar to those contemplated in this Contract, or consulting or other services of any kind or nature whatsoever to any individual or entity as Contractor in its sole discretion deems appropriate, or (ii) develop for Contractor or for others, Deliverables or other materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables delivered pursuant to this Contract. Each party is free to utilize any concepts, processes, know-how, techniques, improvements or other methods it may develop during the course of performance under this Contract free of any use restriction or payment obligation to the other.

10. Confidential Information.

10.1. Confidential Information. Contractor acknowledges that it and its employees, officers, directors, agents or subcontractors (collectively, "Contractor Staff") may, in the course of performing the Services under this Contract, be exposed to or acquire information that is confidential to Agency or Agency's clients. Any and all information of any form (including but not limited to records, files, papers, materials, documents, and communications in written, verbal, oral and electronic form) that Contractor or any Contractor Staff may come into contact with or that is obtained by Contractor or Contractor Staff in the performance of this Contract shall be considered for the purposes of this Contract the confidential information of Agency ("Confidential Information"). Contractor shall, and shall cause Contractor Staff to treat any reports or other documents or items (including software) that result from the use of the Confidential Information in the same manner as the Confidential Information. Confidential Information does not include information that (i) is or becomes (other than by disclosure by Contractor or Contractor Staff acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure; (ii) is furnished by Agency to others without restrictions similar to those imposed by this Contract; (iii) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (iv) is obtained from a source other than Agency without the obligation of confidentiality, (v) is disclosed with the written consent of Agency, or; (vi) is independently developed by Contractor or Contractor Staff who can be shown to have had no access to the Confidential Information.

10.2. Non-Disclosure. Contractor shall hold, and shall cause Contractor Staff to hold, all Confidential Information in confidence, using the highest standard of care applicable, and shall not copy, reproduce, sell, assign, license, market, transfer, distribute, or otherwise dispose of, give, make available or

disclose, in whole or in part, directly or indirectly, Confidential Information to third parties (other than its authorized subcontractors), or use Confidential Information for any purposes whatsoever other than the provision of Services to Agency hereunder, and shall advise Contractor Staff of their obligations to keep Confidential Information confidential. Contractor shall assist Agency in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Agency immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract, and Contractor will at its expense cooperate with Agency in seeking injunctive or other equitable relief in the name of Agency or Contractor against any such person. Contractor shall not at any time during or after the term of this Contract, except as directed by Agency, disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract. Upon expiration or termination of this Contract or at Agency's request, Contractor shall deliver to Agency all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing and unless otherwise specified in this Contract, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of performance of the Services.

10.3. Confidentiality Policies. Contractor shall, upon Agency's request, provide its policies and procedures for safeguarding Confidential Information to Agency for Agency's review and consent. Such policies must address information conveyed in oral, written, and electronic format and include procedures for how Contractor will respond when a violation or possible violation occurs.

10.4. Injunctive Relief. Contractor acknowledges that breach of this Section 10, including disclosure of any Confidential Information, will cause irreparable injury to Agency that is inadequately compensable in damages. Accordingly, Agency may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Agency and are reasonable in scope and content.

10.5. Publicity. Contractor agrees that it will not disclose the form, content or existence of this Contract or any Deliverables in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with Agency or the State of Oregon, whether or not such disclosure, publicity or association implies an endorsement by Agency or the State of Oregon of Contractor's services, without the prior written consent of Agency.

11. Indemnity by Contractor.

11.1. Claims. Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all third party claims, suits, actions, losses, damages, liabilities, costs (including attorneys' fees) and expenses (collectively, "Claims") of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract, including but not limited to, unauthorized disclosure of Confidential Information, professional malfeasance, infringement of intellectual property rights, intentional, willful, or wanton wrongful acts, and acts outside the scope of Services set forth in this Contract.

11.2. Legal Counsel. If Contractor is required to defend the State of Oregon or Agency or their officers, employees or agents under Section 11.1, then Contractor shall select legal counsel reasonably acceptable to the Oregon Attorney General to act in the name of, or represent the interests of, the State

of Oregon, Agency or their officers, employees and agents. Such legal counsel must accept appointment as a special assistant attorney general under ORS chapter 180 before such action or representation. Further, the State of Oregon, acting by and through its Department of Justice, may assume its own defense, including that of its officers, employees and agents, at any time when in the State of Oregon's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending the interests of the State of Oregon or its officers, employees and agents; (iii) important governmental interests are at stake; or (iv) the best interests of the State of Oregon are served thereby. Contractor's obligation to pay for all costs and expenses includes those incurred by the State of Oregon in assuming its own defense or that of its officers, employees, and agents under (i) and (ii) above.

11.3. Damages to State Property and Employees. Contractor is liable for all Claims for personal injury, including death, damage to real property and damage to tangible and intangible personal property of the State of Oregon or any of its employees, subcontractors or agents resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract

11.4. CONTRACTOR IS NOT AUTHORIZED TO SETTLE OR COMPROMISE ANY CLAIM REFERENCED IN THIS SECTION WITHOUT THE EXPRESS WRITTEN CONSENT OF AGENCY.

12. Limitation of Liabilities.

12.1. EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO (i) SECTION 10, OR (ii) SECTION 11, CONTRACTOR'S LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO ONE AND ONE HALF TIMES THE MAXIMUM-NOT-TO-EXCEED AMOUNT OF THIS CONTRACT.

12.2. EXCEPT FOR LIABILITY TO THIRD PERSONS ARISING OUT OF OR RELATED TO (i) SECTION 10, OR (ii) SECTION 11, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST SAVINGS, OR PUNITIVE, INDIRECT, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

13. Insurance. Contractor shall maintain insurance as set forth in Exhibit B.

14. Default; Remedies; Termination.

14.1. Default by Contractor. Contractor will be in default under this Contract if:

14.1.1. Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

14.1.2. Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract and Contractor has not obtained such license or certificate within 14 calendar days after Agency's notice or such longer period as Agency may specify in such notice; or

14.1.3. Contractor commits any material breach or default of any covenant, warranty, obligation, certification, or agreement under this Contract, fails to perform the Services under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Services as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after Agency's notice, or such longer period as Agency may specify in such notice; or

14.1.4. Contractor has liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State.

14.2. Agency's Remedies for Contractor's Default. In the event Contractor is in default under Section 14.1, Agency may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

14.2.1. Termination of this Contract under Section 14.6.2; or

14.2.2. Withholding all monies due for Services and Deliverables that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively; or

14.2.3. Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or

14.2.4. Exercise of its right of setoff, and withholding of amounts otherwise due and owing to Contractor, without penalty; or

14.2.5. Undertaking collection by administrative offset, or garnishment if applicable, of all monies due for Services and Deliverables to recover liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State. Offsets or garnishment may be initiated after the Contractor has been given notice if required by law.

14.3. Remedies Cumulative. The remedies set forth in Section 14.2 are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default under Sections 14.1, then Contractor will be entitled to the same remedies as if this Contract was terminated pursuant to Section 14.6.1.

14.4. Default by Agency. Agency will be in default under this Contract if:

14.4.1. Agency fails to pay Contractor any amount pursuant to the terms of this Contract, and Agency fails to cure such failure within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or

14.4.2. Agency commits any material breach or default of any covenant, warranty, or obligation under this Contract, and such breach or default is not cured within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

14.5. Contractor's Remedies. In the event Agency terminates this Contract under Section 14.6.1, or is in default under Section 14.4, and whether or not Contractor elects to exercise its right to terminate the Contract under Section 14.6.3, Contractor's sole monetary remedy will be (i) with respect to Services compensable at a stated rate, a claim for unpaid invoices, time worked within any limits set forth in this Contract but not yet invoiced and authorized expenses incurred and interest, subject to ORS 293.462, and (ii) with respect to Deliverables-based Services, a claim for the sum designated for completing the Deliverables multiplied by the percentage of Services completed and accepted by Agency, less previous amounts paid and any claim(s) that Agency has against Contractor. In no event will Agency be liable to Contractor for any expenses related to termination of this Contract or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 14.5, Contractor shall pay immediately any excess to Agency upon written demand.

14.6. Termination.

14.6.1. Agency's Right to Terminate at its Discretion. Agency may terminate this Contract:

14.6.1.1. Upon 30 calendar days' prior written notice by Agency to Contractor;

14.6.1.2. Immediately upon written notice by Agency to Contractor if Agency fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Services or Work Products; or

14.6.1.3. Immediately upon written notice by Agency to Contractor if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Agency's purchase of the Services or Work Products under this Contract is prohibited or Agency is prohibited from paying for such Services or Work Products from the planned funding source.

14.6.2. Agency's Right to Terminate for Cause. In addition to any other rights and remedies Agency may have under this Contract, Agency may terminate this Contract immediately upon written notice by Agency to Contractor, or at such later date as Agency may establish in such notice, if Contractor is in default under Section 14.1.

14.6.3. Contractor's Right to Terminate for Cause. Contractor may terminate this Contract immediately upon written notice to Agency, or at such later date as Contractor may establish in such notice, if Agency is in default under Section 14.4.

14.7. Return of Property. Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to Agency all of Agency's property (including without limitation any Services or Work Products for which Agency has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such Agency property is expressed or embodied at that time.

14.8. Effect of Termination. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless Agency expressly directs otherwise in such notice of termination. Upon Agency's request, Contractor shall surrender to anyone Agency designates, all documents, research or objects or other tangible things needed to complete the Services and the Deliverables.

15. Compliance with Law.

15.1. Compliance with Law Generally. Contractor shall comply, and cause all subcontractors to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Contract and the performance of the Services. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Title V and Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age

Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) Section 188 of the Workforce Investment Act (WIA) of 1998, as amended; (ix) ORS Chapter 659, as amended; (x) all regulations and administrative rules established pursuant to the foregoing laws; and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. Agency's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 which are incorporated by reference herein. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

15.2. Compliance with Oregon Tax Laws.

15.2.1. Contractor shall, throughout the duration of this Contract, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this section, "tax laws" includes the tax laws described in Section 8.1.5.1 through 8.1.5.4.

15.2.2. Any violation of Section 15.2.1 constitutes a material breach of this Contract. Further, any violation of Contractor's warranty in Section 8.1.5 of this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also constitutes a material breach of this Contract. Any violation entitles Agency to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

15.2.2.1. Termination of this Contract, in whole or in part;

15.2.2.2. Exercise of the right of setoff, or garnishment if applicable, and withholding of amounts otherwise due and owing to Contractor without penalty; and

15.2.2.3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Agency is entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services.

15.2.3. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

15.3. Compliance with Federal Law. Contractor shall comply with all applicable federal laws, including, without limitation, those set forth in Exhibit D, which is attached and incorporated into this Contract by this reference.

15.4. Pay Equity. As required by ORS 279C.520, Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's

compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles Agency to terminate this Contract for cause.

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

16. Governing Law; Venue and Jurisdiction.

16.1. Governing Law. This Contract is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

16.2. Venue and Jurisdiction. Any claim, action, suit or proceeding between Agency (or any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Contract must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. In no event may this section be construed as (i) a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim, action, suit or proceeding, or (ii) consent by the State of Oregon to the jurisdiction of any court.

17. Miscellaneous Provisions.

17.1. Records Maintenance; Access. Contractor shall maintain all financial records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Contract ("Records") in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to such financial records and other Records that are pertinent to this Contract, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such financial records and other Records for a minimum of 6 years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

17.2. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon prior to entering into this Contract.

17.3. Force Majeure. Neither Agency nor Contractor may be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of Agency or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

- 17.4.** Survival. All rights and obligations cease upon termination or expiration of this Contract, except for the rights and obligations and declarations which expressly or by their nature survive termination of this Contract, including without limitation this Section 17.4, and provisions regarding Contract definitions, warranties and liabilities, independent Contractor status and taxes and withholding, maximum compensation, Contractor's duties of confidentiality, ownership and license of intellectual property and Deliverables, confidentiality and non-disclosure, Contractor's representations and warranties, control of defense and settlement, remedies, return of Agency property, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.
- 17.5.** Time is of the Essence. Contractor agrees that time is of the essence under this Contract.
- 17.6.** Notice. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder must be given in writing by email, personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or Agency at the email address, postal address or telephone number set forth in this Contract, or to such other addresses or numbers as either party may indicate pursuant to this Section 17.6. Any communication or notice so addressed and mailed is effective five business days after mailing. Any communication or notice delivered by facsimile is effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against Agency, any notice transmitted by facsimile must be confirmed by telephone notice to Agency's Contract Administrator. Any communication or notice given by personal delivery is effective when actually delivered. Any notice given by email is effective when the sender receives confirmation of delivery, either by return email, or by demonstrating through other technological means that the email has been delivered to the intended email address.
- 17.7.** No Third Party Beneficiaries. Agency and Contractor are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or may be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 17.8.** Severability. The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17.9.** Merger Clause; Waiver. This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract will bind the parties unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of Agency to enforce any provision of this Contract in one instance will not constitute a waiver by Agency of its right to enforce that or any other provision.

- 17.10.** Amendments. Agency may amend this Contract to the extent permitted by applicable statutes and administrative rules. No amendment to this Contract is effective unless it is in writing signed by the parties, and has been approved as required by applicable law.
- 17.11.** Counterparts. This Contract may be executed in several counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed constitutes an original.
- 17.12.** Oregon False Claims Act. Contractor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Contractor pertaining to this Contract, including the procurement process relating to this Contract, that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Contract, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Contract. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or Agency under this Contract or any other provision of law.
- 17.13.** Certifications. The individual signing on behalf of Contractor hereby:
- 17.13.1. Certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, that Contractor is not in violation of any Oregon tax laws and that for a period of no fewer than six (6) calendar years preceding the Effective Date of this Contract, Contractor faithfully has complied with: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; (c) Contractor is an independent contractor as defined in ORS 670.600; and (d) the supplied Contractor tax identification numbers are true and accurate;
- 17.13.2. Certifies that, to the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against any disadvantaged business enterprise, minority-owned business, woman-owned business, business that service-disabled veteran owns or emerging small business certified under ORS 200.055 in obtaining any required subcontracts;
- 17.13.3. Certifies that Contractor has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material term of the Contract, to maintain the policy and practice in force during the entire Contract term.

17.13.4. Certifies that the information provided on the attached Exhibit E, Independent Contractor Certification, is true and correct as of the Effective Date; and

17.13.5. Certifies that Contractor and Contractor’s employees and agents are not included on the list titled “Specially Designated Nationals and Blocked Persons” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>.

STATE OF OREGON acting by and through its Department of Forestry

By: _____
[Name, Title]

Date

[Contractor Name]

By: _____
Authorized Signature

Date

Printed Name

Title

Federal Tax ID Number

Exhibit A

Statement of Work

1. BACKGROUND

The Oregon Department of Forestry (“ODF” or “Agency”) is contracting for recruitment services for the purpose of recruiting and hiring of the Oregon State Forester who services as the head of the Agency.

Throughout the recruitment process, Contractor shall keep Agency informed about the status of the process, with all final approvals required to be by the Agency. Contractor shall appraise Agency throughout the recruitment process of any issues or decisions that may impact the recruitment timeline or budget. Contractor shall make recommendations for decisions tied to the recruitment process. Contractor shall provide services through each phase of the recruitment process.

2. POSITION DESCRIPTION AND SALARY RANGE

The Position is a supervisory management position responsible The State Forester is appointed by, and reports to, the Oregon Board of Forestry (“Board”) and is responsible for carrying out the goals and objectives of the Board through executive leadership of ODF and to serve the people of Oregon by protecting, managing, and promoting stewardship of Oregon’s forests to enhance environmental, economic, and community sustainability. Oregon’s Revised Statutes (ORS) direct the State Forester to act on all matters pertaining to forestry, including collecting and sharing information about the conditions of Oregon’s forests, protecting forestlands and conserving forest resources.

Position Title: Oregon State Forester

Classification: Agency Head 4 (7584)

Position Number: 0001

Compensation Range: 43X

Agency is looking to fill this role no later than August 4, 2025. See Position Description (Attachment A in this Contract) for full details.

2. TASKS AND DELIVERABLES

Task #1: Orientation and Timeline

Contractor shall schedule an orientation and planning meeting at a mutually agreed upon time to discuss the specifics of the recruitment. Contractor shall meet the following objectives at the orientation meeting:

- Meeting notes capturing major decisions from the orientation meeting.
- Establish overview of the recruitment process, partnership, and clarify expectations.
- Provide orientation to Contractor's search process.
- Discuss application of best practices and search experience.
- Review Agency materials, including minimum qualifications required vs. desired characteristics.
- Collaborate with Agency to develop candidate profile based on qualification, experience, and cultural fit.
- Develop strategies to secure the characteristics and skills in the candidate(s) recruited.
- Establish collaboration framework between Contractor and Agency and administrative tasks for the search (e.g. Contractor and Agency roles and responsibilities for each step of the process).
- Provide recommendations for the most effective ways to incorporate Agency's diversity, equity, and inclusion initiatives in the Services being provided; and
- Develop a timeline, which incorporates all recruitment milestones from initial search commencement to candidate placement and all Tasks and Deliverables.

Task #1 Deliverables

Contractor shall:

- Provide meeting notes to Agency due within 3 business days of meeting date; and
- Provide a timeline to Agency due within 5 business days of orientation meeting date.

Task #2: Market Research, Strategy, and Sourcing

Contractor shall work with Agency to determine the level of market research needed for the recruitment. Market research should initiate centered on the Pacific Northwest and then radiate out across the United States. Contractor shall additionally:

- Design a sourcing and outreach plan to include:
 - A developed advertising plan and recommendations to solicit candidates' interest potentially including job boards, niche sites, diversity recruiting sources, social media sites, print, billboards, TV, radio, associations, colleges, etc. and identify the best options for the recruitment goal including strategies for the search to encompass a diverse pool of candidates for the Position with specific focus on providing expertise in media options for the field of natural resources;
 - A developed talent sourcing plan in order to use various sourcing channels, including networks, databases, industry-specific groups, and direct headhunting, to identify potential candidates.
 - A developed communication plan which will articulate how Agency will provide information to the public about the search process; and
 - A developed series of communication documents to sources, prospects and candidates (e.g. thank you letters) and provide drafts to Agency prior to release.
- Provide support services which include assistance writing ad copy, creating ad campaigns, Agency branding, making advertising recommendations, soliciting feedback from candidates on job announcements, identifying the best Diversity Recruiting Sources, industry sources, and how to successfully gauge the effectiveness of advertising efforts.
- Commence candidate search with Agency approval.

Task #2 Deliverables

Contractor shall:

- Present sourcing and outreach plan in draft form for Agency's feedback, due within timeline agreed upon at orientation meeting.
- Incorporate Agency's feedback and return draft revision of sourcing and outreach plan to Agency within five business days after receiving it from Agency, unless a different timeline is specified for specific tasks or otherwise agreed to in writing by Agency; and
- With final approval from Agency of the sourcing and outreach plan commence candidate search.

Task #3: Candidate Evaluation and Shortlist

Contractor shall:

- Obtain resumes and additional materials for the Position.
- Pre-qualify candidates against the Position's minimum qualifications and special qualifications.
- Assess candidates' skills and experience against the profile.
- Connect with candidates to clarify qualifications to ensure quality candidate for the Position.
- Assess qualified candidates through detailed candidate evaluations and determine top talent.
- Apply candidate preference consistent with applicable Oregon Law(s) and then submit the pre-screened long list to Agency.
- Develop and maintain a shortlist of candidates that meet the minimum qualifications for the Position.
- Provide progress reports that outline identified candidates, interview statuses, and any obstacles encountered; and
- Continue conducting recruitment search and provide any other relevant information to Agency or as requested by Agency throughout the process.

Task #3 Deliverables

Contractor shall:

- Present initial shortlist of candidates to Agency due 5 business days after search commences.
- Present ongoing shortlist of candidates along with progress reports to Agency on weekly basis; and
- Participate in additional update meetings that may be scheduled as needed.

Task #4: Interview, Reference Check and Offer

Contractor shall:

- Conduct initial screening interviews to assess candidates' skills, qualifications, and alignment with the candidate profile.
- Coordinate and schedule interviews between candidates and Agency.
- Facilitate interviews with candidates and Agency.
- Perform at least three initial reference check requests to confirm candidate's qualifications and potential success in the position as directed by Agency; and
- Assist Agency with final negotiations and offer presentation, if requested.

Task #4 Deliverables

Contractor shall:

- Conduct initial screening interviews.
- Schedule and facilitate interviews between candidates and Agency.
- Provide results of reference check requests to Agency; and
- Participate in final negotiations and offer presentation, if requested.

3. SCHEDULE

TASK	DELIVERABLE	DUE DATE	AMOUNT
Task #1: Orientation and Timeline	Provide meeting notes to Agency.	Due within 3 business days of orientation meeting date.	\$X
	Provide a timeline to Agency.	Due within 5 business days of orientation meeting date.	
Task #2: Market Research, Strategy, and Sourcing	Present sourcing and outreach plan in draft form for Agency's feedback.	Due within timeline agreed upon at orientation meeting.	\$X
	Incorporate Agency's feedback and return draft revision of sourcing and outreach plan to Agency.	Due within five business days after receiving draft back from Agency, unless a different timeframe is specified for specific tasks or otherwise agreed to in writing by Agency.	
	Commence candidate search.	Due within timeline agreed upon at orientation meeting.	
Task #3: Candidate Evaluation and Shortlist	Present initial shortlist of candidates to Agency.	Due 5 business days after search commences.	\$X
	Present ongoing shortlist of candidates along with progress reports to Agency.	Due weekly at time and day agreed upon at orientation meeting.	
	Participate in additional update meetings.	As needed.	
Task #4: Interview, Reference Check and Offer	Conduct initial screening interviews.	As needed.	\$X
	Schedule and facilitate interviews between candidates and Agency.	As needed.	
	Provide results of reference check requests to Agency.	As needed.	
	Participate in final negotiations and offer presentation, if requested.	As needed.	
*TOTAL			\$X

*This schedule table does not include a possible candidate placement fee of \$X.

4. PAYMENT

The maximum, not-to-exceed amount available under this Contract is \$X.

To be processed for payment, Contractor's invoice(s) must include the following minimal information:

- Invoice date;
- Contract number;
- Amount being invoiced; and
- Description of the Services completed, and Deliverables provided during the invoice period.

Contractor must send invoice(s) to:

Shannon Rand, Procurement Program Director
Oregon Department of Forestry
2600 State Street, Building E
Salem, OR 97310

5. KEY PERSONS

The following Contractor personnel are identified as Key Persons for this Contract:

Name	Role

6. TRAVEL AND OTHER EXPENSES

Unless otherwise agreed, Authorized Purchaser will not reimburse Contractor travel or other expenses, unless Authorized Purchaser has preapproved expenses and only pursuant to the Oregon Accounting Manual: State of Oregon: Accounting and reporting - Oregon Accounting Manual.

EXHIBIT B

INSURANCE REQUIREMENTS

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit B prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

☒ **Required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

AUTOMOBILE LIABILITY INSURANCE:

☒ **Required**

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

☒ **Required**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000.00 per claim. Annual aggregate limit shall not be less than \$2,000,000.00. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Continuous Claims Made Coverage as stated below.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

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

CONTINUOUS CLAIMS MADE COVERAGE:

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

- (i) Contractor's completion and Agency's acceptance of all Services required under the Contract, or
- (ii) Agency or Contractor termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. Contractor shall furnish acceptable insurance certificates to: odf.procurement@odf.oregon.gov or by mail with attention to: **Procurement Program, Oregon Department of Forestry 2600 State Street, Salem OR 97310**. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency

has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency under this Contract and to provide updated requirements as mutually agreed upon by Contractor and Agency.

STATE ACCEPTANCE:

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

Exhibit C

Independent Contractor Certification

Contractor certifies he/she meets the following standards:

1. I am registered under ORS chapter 701 to provide labor or services for which such registration is required.
2. I have filed federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for labor or services performed as an independent contractor in the previous year.
3. I will furnish the tools or equipment necessary for the contracted labor or services.
4. I have the authority to hire and fire employees who perform the labor or services.
5. I represent to the public that the labor or services are to be provided by my independently established business as four (4) or more of the following circumstances exist. (Please check four or more of the following):
 - ___ A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.
 - ___ B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership.
 - ___ C. Telephone listing used for the business is separate from the personal residence listing.
 - ___ D. Labor or services are performed only pursuant to written contracts.
 - ___ E. Labor or services are performed for two or more different persons within a period of one year.
 - ___ F. I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature: _____ Date: _____

ATTACHMENT B — DISCLOSURE EXEMPTION AFFIDAVIT

_____ (Affiant), being first duly sworn under oath, and representing [insert Offeror Name] (hereafter “Offeror”), hereby deposes and swears or affirms under penalty of perjury that:

1. I am an employee of the Offeror, I have knowledge of the Intermediate Procurement referenced herein, and I have full authority from the Offeror to submit this affidavit and accept the responsibilities stated herein.
2. I am aware that the Offeror has submitted an Offer, dated on or about [insert date] (the “Offer”), to the State of Oregon (State) in response to Intermediate Procurement OregonBuys Bid # S-629000-xxxx, for RFP – Recruitment Services ODF State Forester, and I am familiar with the contents of the Intermediate Procurement and Offer.
3. I have read and am familiar with the provisions of Oregon’s Public Records Law, Oregon Revised Statutes (“ORS”) 192.311 through 192.478, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Offer is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Offer. The Offeror believes the information listed in Exhibit A is exempt from public disclosure (collectively, the “Exempt Information”), which is incorporated herein by this reference. It is my opinion that the Exempt Information is exempt from disclosure under Oregon’s Public Records Law under the specifically designated sections as set forth in Exhibit A or constitutes “Trade Secrets” under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
 - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,
 - ii. is known only to certain individuals within the Offeror’s organization and that is used in a business the Offeror conducts,
 - iii. has actual or potential commercial value, and
 - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

or

- B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:

AGENDA ITEM G

Attachment 3

Page 1 of 3

- i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
 - ii. Is the subject of efforts by the Offeror that are reasonable under the circumstances to maintain its secrecy.
- 5. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

Authorized Signature

EXHIBIT A TO ATTACHMENT B

Offeror identifies the following information as exempt from public disclosure under the following designated exemption(s):

ATTACHMENT C — PROPOSER INFORMATION AND CERTIFICATION SHEET

Legal Name of Proposer: _____

Address: _____ City, State, Zip: _____

State of Incorporation: _____ Entity Type: _____

Contact Name: _____ Telephone: _____ Email: _____

Oregon Business Registry Number (if required): _____

Any individual signing below hereby certifies they are an authorized representative of Proposer and that:

1. Proposer understands and accepts the requirements of this INTERMEDIATE REQUEST FOR PROPOSAL. By submitting a Proposal, Proposer agrees to be bound by the Contract terms and conditions in Attachment A and as modified by any Amendment, except for those terms and conditions that Agency has reserved for negotiation, as identified in the INTERMEDIATE REQUEST FOR PROPOSAL.
2. Proposer acknowledges receipt of any and all Amendments to this INTERMEDIATE REQUEST FOR PROPOSAL.
3. Proposal is a Firm Offer for 180 days following the Opening.
4. If awarded a Contract, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Contract.
5. I have knowledge regarding Proposer's payment of taxes and by signing below. I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
6. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owned or an emerging small business. If applicable, Proposer has, or will have prior to contract execution, a written policy and practice, that meets the requirements described in ORS 279A.112 (formerly HB 3060), of preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class. Agency may not enter into a contract with an anticipated contract price of \$150,000 or more with a Proposer that does not certify it has such a policy and practice. See <https://www.oregon.gov/DAS/Procurement/Pages/hb3060.aspx> for additional information and sample policy template.
7. Proposer complies with ORS 652.220 and does not unlawfully discriminate against any of Proposer's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age.

AGENDA ITEM G

Attachment 4

Page 1 of 2

Page 1 of 2

Contractor's continuing compliance constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles Agency to terminate this Contract for cause.

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

8. Proposer is not engaged in the provision of broadband Internet access service, or if at any time Proposer is engaged in or may engage in the provision of broadband Internet access service Proposer is in compliance with Oregon Laws 2018, Chapter 88 (HB 4155) and applicable Public Utility Commission rules, and will remain in compliance throughout the term of the Contract.
9. Proposer and Proposer's employees, agents, and subcontractors are not included on:
 - A. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
 - B. the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/portal/>
10. Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the subject matter of the INTERMEDIATE REQUEST FOR PROPOSAL. If any changes occur with respect to Proposer's status regarding conflict of interest, Proposer shall promptly notify the State in writing.
11. Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this INTERMEDIATE REQUEST FOR PROPOSAL) and this Proposer Certification Sheet are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
12. Proposer understands that any statement or representation it makes, in response to this INTERMEDIATE REQUEST FOR PROPOSALS, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under Contract being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
13. Proposer acknowledges these certifications are in addition to any certifications required in the Contract and Statement of Work in Attachment A at the time of Contract execution.

Authorized Signature

Date

(Printed Name and Title)

ATTACHMENT D — COST PROPOSAL

Instructions:

The two tables in this Attachment D must be completed and returned with the Proposal in response to this RFP. Failure to submit this form with your Proposal will result in disqualification for non-responsiveness. Cost Proposal must be all-inclusive (i.e. preparation of participant materials, travel, software, labor, overhead, profit, etc.).

Provide a cost breakdown per task in Table #1. Cost must be the total cost of the task, in dollars and cents, and not a breakdown of costs per hour.

TABLE 1	
ITEM DESCRIPTION	COST
Planning	\$
Advertising	\$
Supporting Services	\$
Sourcing	\$
Screening	\$
Interview Set Up/Facilitating	\$
Reference Checking	\$
Salary Negotiating	\$
Weekly Reporting to Agency	\$
TOTAL:	\$

Provide candidate placement fee¹ either as a percentage as indicated in Table #2 below based on the hired candidate's starting final negotiated annual salary or as a flat rate cost in dollars and cents. Do not provide both.

¹ Note that the candidate placement fee is due and payable only if Contractor's referred candidate is hired for the position and in the position for 90 calendar days.

TABLE #2			
CANDIDATE SALARY RANGES	PERCENTAGE OF CANDIDATE SALARY	OR	FLAT RATE OF CANDIDATE SALARY
Tier 1: Salary not to exceed \$150,000.00	%		\$
Tier 2: Salary \$150,000.01 - \$200,000.00	%		\$
Tier 3: Salary \$200,000.01 or greater	%		\$

According to Section 3.6 Cost Evaluation of the RFP, the SPC will combine the Total cost from Table #1 with the provided answer for Tier 2 from Table #2 to determine the grand total (if a percentage is the only information provided as answer to Tier 2, SPC will use the figure of \$200,000 from which to calculate the Table #2 cost). If a percentage and a flat rate are provided, the higher of the two amounts will be used. Grand totals will be compared among proposals and points will be awarded according to Section 3.6.

ATTACHMENT E - RESPONSIBILITY INQUIRY

Agency will determine responsibility of a Proposer prior to award and execution of a Contract. In addition to this form, Agency may notify Proposer of other documentation required, which may include but is not limited to recent profit-and-loss history, current balance statements and cash flow information, assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims, availability of short and long-term financing, bonding capacity, insurability, credit information, materials and equipment, facility capabilities, personnel information, record of performance under previous contracts, etc. Failure to promptly provide requested information or clearly demonstrate responsibility may result in an Agency finding of non-responsibility and rejection.

1. Does Proposer have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of Proposer to meet all contractual responsibilities? **YES** ☐ / **NO** ☐.
2. Within the last five years, how many contracts of a similar nature has Proposer completed that, to the extent that the costs associated with and time available to perform the contract remained within Proposer's control, Proposer stayed within the time and budget allotted, and there were no contract claims by any party? Number: ____

How many contracts did not meet those standards? Number: ____ If any, please explain.

Response:

3. Within the last three years has Proposer (incl. a partner or shareholder owning 10% or more of Proposer's firm) or a major subcontractor (receiving 10% or more of a total contract amount) been criminally or civilly charged, indicted or convicted in connection with:
 - obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract,
 - violation of federal or state antitrust statutes relating to the submission of bids or Proposals, or
 - embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property? **YES** ☐ / **NO** ☐.

If "YES," indicate the jurisdiction, date of indictment, charge or judgment, and names and summary of charges in the response field below.

Response:

4. Within the last three years, has Proposer had:
 - any contracts terminated for default by any government agency, or
 - any lawsuits filed against it by creditors or involving contract disputes? **YES** ☐ / **NO** ☐.

If "YES," please explain. (With regard to judgments, include jurisdiction and date of final judgment or dismissal.)

Response:

5. Does Proposer have any outstanding or pending judgments against it? **YES** ☐ / **NO** ☐.

Is Proposer experiencing financial distress or having difficulty securing financing? **YES** ☐ / **NO** ☐.

Does Proposer have sufficient cash flow to fund day-to-day operations throughout the proposed contract period? **YES** ☐ / **NO** ☐

If "YES" on the first question or second question, or "NO" on the third question, please provide additional details.

Response:

6. Within the last three years, has Proposer filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? **YES** ☐ / **NO** ☐.

If "YES," indicate the filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable.

Response:

7. Does Proposer have all required licenses, insurance and/or registrations, if any, and is Proposer legally authorized to do business in the State of Oregon? **YES** ☐ / **NO** ☐.

If "NO," please explain.

Response:

8. Pay Equity Certificate. This certificate is required if Proposer employs 50 or more full-time workers and the prospective contract price is estimated to exceed \$500,000. [This requirement does not apply to architectural, engineering, photogrammetric mapping, transportation planning or land surveying and related services contracts.] Does a current authorized representative of Proposer possess an unexpired Pay Equity Certificate issued by the Department of Administrative Services? **YES** ☐ / **NO** ☐ / **N/A** ☐. [If the certificate was provided with the Bid or Proposal submitted for a solicitation related to the prospective contract, then it is not necessary to resubmit it. Just indicate "see Bid" or "see Proposal" in the response field. **Otherwise, if applicable, submit a copy of the certificate with this form.**]

Response:

AUTHORIZED SIGNATURE

By signature below, the undersigned Authorized Representative on behalf of Proposer certifies to the best of his or her knowledge and belief that the responses provided on this form are complete, accurate, and not misleading.

Proposer Name:	RFP: Project Name:
----------------	-----------------------

Authorized Signature

Date

Print Name

Title



Board of Forestry Public Meeting

1. Opening Comments and Board Member Introductions - Day 1

This item serves as an opportunity for the Board Members to provide introductory statements, and for the State Forester to brief the Board of Forestry of the Department or related topics of importance. Individual members of the Board can offer comments for the Chair, Secretary, and Board consideration. Comment times may be reduced at the discretion of the Board Chair.

This is an information item.



Board of Forestry Public Meeting

2. Public Forum - Day 1

This item serves as the vehicle for the public to comment on information items or topics not on the agenda. Comment times may be reduced at the discretion of the Board Chair.

This is an information item.



Board of Forestry Public Meeting

3. Legislative Update

This item serves as an opportunity for the Department to provide the Board of Forestry with current updates from the 2025 legislative session.

This is an information item.



Board of Forestry Public Meeting

4. State Forester Position Description and Desired Attributes

The Board will review the State Forester position description and desired attributes to determine potential edits.

This is a decision item.

Oregon Department of Forestry State Forester Recruitment Plan

Proposed to the Commission – May 12, 2025



Task	Who	Completion Dates
Preparation of Recruitment Plan		
Revise and Update Position Description	ODF	Complete
Prepare Draft Recruitment Plan including: <ul style="list-style-type: none"> • Minimum Qualifications • Attributes • Screening Process 	ODF and Executive Recruiter	Complete
Public Input Opportunity & Board Review of Recruitment Plan		
Presentation of Recruitment to Board	Executive Recruiter	April 23, 2025
Public Input Opportunity	Department staff and Public Testimony	April 23, 2025
Board Approval of Recruitment Plan		
Draft Recruitment Plan Posted on ODF Website	ODF Staff	TBD
Presentation and Review of Recruitment Plan including: <ul style="list-style-type: none"> • Qualifications and Attributes • Position Description • Screening Process 	Executive Recruiter and Board of Forestry	May 12, 2025 (Board Meeting-Action Item)
Recruitment & Screening		
Job Posted, Begin Advertising, and Executive Outreach Recruiting Initiative	Executive Recruiter and Recruiting Firm	June 2, 2025
Processing of Applications & review of applicants for minimum qualifications	Executive Recruiter and Recruiting Firm	June 2-30, 2025
Review candidates for desired skills and attributes	Executive Recruiter, Recruiting Firm and/or Screening Panel	July 1-7, 2025
Interviews and Meet & Greets		
First Round Interview Candidate Selection	Decision of successful candidates made by appointed individual	July 8, 2025
Interview applicants – First Round	Recruiting Firm and/or Interview Panel	July 14, 2025

Posted Length: 6/2/25 -- 6/30/25

Posting Sites Workday: Internal + External

Marketing: ☒ Indeed ☒ LinkedIn ☒ Diversity Partners ☐ Hard to Fill

Task	Who	Completion Dates
Determine Second Round Candidates	Decision of successful candidates made by appointed individual	July 14, 2025
Interview applicants – Second Round	Recruiting Firm and/or Interview Panel	July 21, 2025
Determine Final Candidates	Decision of successful candidates made by appointed individual	July 21, 2025
Reference checks conducted	Executive Recruiter and/or ODF HR	Prior to final interview
Pay Equity Analysis	DAS CHRO	
Final Candidates Meet with Governor, or Governor's representative	Governor or Governor's representative (or both).	Prior to final interview
Final Interview - Completed in executive session	Board of Forestry	August 1, 2025
Selection of Final Candidate - Completed in open session	Board of Forestry	August 1, 2025
Employment Offer	Board Chair, ODF HR, Executive Recruiter	August 4, 2025

Subject to minor modifications if necessary

Your New Role – State Forester, Oregon Department of Forestry! Join Us in Shaping the Future of Oregon’s Forests!

The state of Oregon is seeking an experienced leader with extensive knowledge of western forestry, to serve as the State Forester at the Oregon Department of Forestry (ODF). This position is also the Department's Chief Executive Officer and will be appointed by and shall serve at the pleasure of the seven-member Board of Forestry.

We are seeking a visionary leader—someone who can bridge the past and the future, who sees the forest ~~not only for its trees, but for its communities, its complexity, and its potential~~ in a manner that is consistent with the Vision for Oregon’s Forests. This leader will champion climate-smart forestry in Oregon, positioning our state at the forefront of innovation ~~without losing sight of the rural communities that have long been its backbone~~ while continuing to support all communities in Oregon.

The ideal candidate brings a broad, informed worldview—shaped by firsthand experience across the country and the globe—and a grounded understanding of the scientific, historical, political, and economic dimensions of forestry. They will work in partnership with federal, state, and local groups to ~~build new, inclusive models of forestry—models that~~ support ecologically resilient landscapes and sustainable economies.

We are looking for someone who honors the deep legacy of forest culture while leading with courage, collaboration, and vision into a future that demands change. If you are ready to help shape the next chapter of Oregon’s forests, we invite you to lead with us.

The Community and the City:

Oregon’s landscape ranges from the windswept Pacific coastline to the Cascade Mountains to High Deserts and the mountains of Eastern Oregon. ~~Between dense evergreen forests are~~ Oregon has a unique rural communities, Tribal Nations and ~~unique~~ cities where individuality and creative expression are celebrated.

Salem, Oregon, is a growing community located in the heart of the Willamette Valley. The Willamette Valley is one of the most fertile and agriculturally productive regions in the world. The area is dotted with cities, farms, and forests and is considered one of the most livable areas of the country, offering a low cost-of-living, quality schools, and mild weather. Salem, the state capital, is one of the valley’s oldest cities and the second largest city in Oregon.

The Agency:

The Oregon Department of Forestry (ODF) was established in 1911. The department’s mission, under the director of the State Forester, who is appointed by the Oregon Board of Forestry, is to serve the people of Oregon by protecting, managing, and promoting stewardship of Oregon’s forests to enhance environmental, economic, and community sustainability. Oregon’s Revised Statutes (ORS) direct the State Forester to act on all matters pertaining to forestry, including

Posted Length: 6/2/25 -- 6/30/25

Posting Sites Workday: Internal + External

Marketing: ☒ Indeed ☒ LinkedIn ☒ Diversity Partners ☐ Hard to Fill

collecting and sharing information about the conditions of Oregon's forests, protecting forestlands and conserving forest resources.

This is an executive service position and not represented by a union. Employees in the executive service serve in an "at will status".

Minimum Qualifications Required:

You must be a practical forester familiar with western conditions and experienced in an organization ~~for the~~ that includes the management of fire in forested settings - prevention of forest fires - including as required by ORS 526.031.

And no less than:

Eight years of management experience in a public or private natural resources organization which included responsibility for each of the following:

- Development of program rules and policies
- Development of long- and short-range goals and plans
- Program evaluation and
- Budget preparation and management

In the "Work History" section on your application, you must clearly describe your experience in each of the areas listed. Failure to provide this information may result in eliminating your application from further consideration.

Required Skills:

- A solid track record of fostering personal development, accountability, and a culture of service and inclusivity in the workforce.
- Deep experience with managing and providing oversight over complex finances and budgets. Proven ability to identify the need for structural financial management change due to changing circumstances, and the proven ability to lead that change.
- Experience in the development, implementation and periodic evaluation of strategic initiatives, policies, and long- and short-range plans.
- A record that shows a deep commitment to science and data-based decision making. Demonstrated skill at open and transparent decision making, managing conflict, and successful dispute resolution. Willing to make difficult or unpopular decisions.

Desired Skills and Attributes:

- Outstanding communicator who naturally cultivates relationships, and who is widely considered to be forthright, honest, fair, and responsive among employees, government partners, tribes, and interested parties. Timely and professional.
- Experience in engaging with legislators, ~~T~~ribes, interested parties, boards and staff to develop and implement policy, statute, and administrative rule.

- Proven experience leading a complex agency or organization. Proven experience anticipating future challenges and ensuring that the agency/organization is wellpositioned to adapt to change.
- Proven leadership, vision and commitment to forests and forest ecosystems, the development and implementation of forest policy, and the various communities that depend upon the social, economic, and environmental resources associated with forests.
- A leader who can deftly facilitate the often difficult and imperfect decisions faced by the Board of Forestry and do so ~~with respect for both~~based on science ~~while respecting and~~ values.
- Commitment to significantly increase workforce diversity.
- Will thrive in an environment of unparalleled change and will lead the Department through very significant challenges including addressing climate change and increasing wildfire, changes in timber land ownership patterns, declining biodiversity, and increasing urbanization.

General Statement of Duties:

- Adopt rules related to enforcement of the state forest laws relating directly to the protection of forestland and the conservation of forest resources.
- ~~Oversee a~~Appointment and instruction of fire wardens.
- Direct the improvement and protection of State forest lands.
- ~~Facilitate C~~ollection of data relative to forest conditions.
- Take legally-authorized actions to prevent and extinguish forest, brush and grass fires while also facilitating the use of prescribed fire to manage fuels. -
- Enforce and prosecute violations of all laws pertaining to forestland.
- Cooperate with landowners, political subdivisions, private associations and agencies and others in forest protection.
- Advise and encourage reforestation.
- Publish such information on forestry as the forester determines to be in the public interest.
- Enter into contracts and cooperative agreements pertaining to experiments and research in forestry as well as collaborations with other federal and state agencies. -
- Sell, exchange or otherwise dispose of any real property acquired for administrative purposes that is no longer needed.
- Coordinate any activities of the Department related to Oregon Watershed Enhancement Board projects that include activities of other states and federal agencies.
- Prescribe uniform state standards for certification of wildland fire training courses and educational programs.
- Serve as the Governor's authorized representative for the purpose of initiating the fire management assistance declaration process with the Federal Emergency Management Agency and administering Federal Emergency Management Agency fire management assistance grants.

In addition to the above-paraphrased obligations, the State Forester is authorized within their discretion to carry out the following actions:

Posted Length: 6/2/25 -- 6/30/25

Posting Sites Workday: Internal + External

Marketing: ☒ Indeed ☒ LinkedIn ☒ Diversity Partners ☐ Hard to Fill

- Protect the lands from fire, disease and insect pests, cooperate with the counties and with persons owning lands within the state in the protection of the lands and enter into all agreements necessary or convenient for the protection of the lands.
- Enter into and administer contracts for the sale of timber from lands owned or managed by the State Board of Forestry and the State ~~Forestry~~ Department of Forestry.
- Enter into and administer contracts for activities necessary or convenient for the sale of timber under subsection (2) of this section, either separately from or in conjunction with contracts for the sale of timber, including but not limited to activities such as: timber harvesting and sorting, transporting, gravel pit development or operation, and road construction, maintenance or improvement.
- ~~Permit-Facilitate~~ the use of the lands for other purposes, including but not limited to fish and wildlife environment, landscape ~~effect~~management, protection against flood and erosion, recreation and production and protection of water supplies when the use is not detrimental to the purpose for which the lands are dedicated.
- Contract with other governmental bodies for the protection of water supplies to facilitate the multiple use of publicly owned water supplies for recreational purposes as well as a source of water for domestic and industrial use.
- Grant permits and licenses on, over and across the lands.
- Reforest the lands and cooperate with persons owning timberlands within the state in the reforestation and make all agreements necessary or convenient for the reforestation.
- ~~Establish-Facilitate the development of~~ a forestry carbon offset program to market, register, transfer or sell forestry carbon offsets. In establishing the program, the forester may execute any contracts or agreements necessary to create opportunities for the creation of forestry carbon offsets.
- Negotiate prices that are at, or greater than, fair market value for the transfer or sale of forestry carbon offsets.
- Do all things and make all rules and regulations, not inconsistent with law, necessary or convenient for the management, protection, utilization and conservation of the lands.
- Require such undertakings as in the opinion of the State Forester are necessary or convenient to secure performance of any agreement authorized in ORS 530.450 to 530.520.

Application Details and Instructions

- Please visit the [State of Oregon job opportunities webpage](#) to submit your application for the position. Please ensure the work history in your applicant profile is up to date and include a current copy of your resume and cover letter.
- This announcement is for one (1), Executive Service, full-time, permanent, Agency Head 4; This recruitment may be used to fill future vacancies
- If you have questions about the job announcement, or how to apply, please contact the Executive Recruiter Kylen Stevens at: Kylen.stevens@das.oregon.gov | 503-400-5821

The Benefits of Joining Our Team

The team at the Department of Forestry focuses closely on collaboration to support fellow teammates, while ensuring safety and looking for ways to innovate. Additional benefits include:

- Work/life balance, 11 paid holidays a year, and a [competitive benefits package](#)
- Advancement and learning opportunities that will help grow your career with the State of Oregon
- [Get There](#) - Oregon's easy-to-use carpool matching tool and trip planner • Live, work, and play in Salem, Oregon

Additional Details:

- The information in your application will be used to complete a pay equity assessment to determine salary placement upon hire. Please see the link here to our [Pay Equity Project](#). If you have additional questions, please contact the HR Talent Acquisition Consultant.
- Finalists will be subject to a computerized criminal history check. Adverse background data may be grounds for immediate disqualification
- Agency does not offer visa sponsorship. Within three days of hire, applicants will be required to complete I-9 documentation and confirm authorization to work in the United States. If your employment authorization and documentation is contingent on sponsorship now or in the future, you will not meet Agency employment eligibility standards
- Eligible veterans who meet the qualifications will be given veterans' preference. For more information, please visit [Veterans Resources](#).

Helpful Links & Resources

[Oregon Job Opportunities Webpage](#) | [How to Set Job Alerts](#)
[Workday Applicant FAQ](#) | [What You Need to Know to Get the Job](#) [Veterans Resources](#)



STATE OF OREGON
POSITION DESCRIPTION

Position Revised Date: March 2025

Agency: Oregon Department of Forestry

Facility:

☐ New ☒ Revised

This position is:

- ☐ Classified
☐ Unclassified
☒ Executive Service
☐ Mgmt Svc - Supervisory
☐ Mgmt Svc - Managerial
☐ Mgmt Svc - Confidential

SECTION 1. POSITION INFORMATION

a. Classification Title: **Agency Head**
b. Classification No: Z7014
c. Working Title: **State Forester**
d. PPDB No/WD ID: 0001
e. Section Title: State Forester's Office
f. Agency No: 62900
g. Employee Name:
h. Budget Auth No:
i. Supervisor Name:
j. Repr. Code:
k. Work Location (City-County): Salem – Marion

l. Position: ☒ Permanent ☐ Seasonal ☐ Limited duration ☐ Academic Year
☒ Full Time ☐ Part Time ☐ Intermittent ☐ Job Share

m. FLSA: ☒ Exempt ☐ Non-Exempt
If Exempt: ☒ Executive ☐ Professional ☐ Administrative' ☐ Computer
n. Eligible for Overtime: ☐ Yes ☒ No

SECTION 2. PROGRAM AND POSITION INFORMATION

a. Describe the program in which this position exists. Include program purpose, who's affected, size, and scope. Include relationship to agency mission.

The State Forester is responsible for leading the agency to serve the people of Oregon by protecting, managing, and promoting stewardship of Oregon's forests to enhance environmental, economic and community sustainability.

The State Forester is responsible for fire protection on approximately 15.8 million acres of Oregon forest lands, most of it in private ownership. The long-term goal of the department's Protection from Fire Program is to provide the most efficient (lowest total cost) program in terms of budgeted costs, extra suppression costs, and damage to timber and other values resulting from wildfire. To accomplish this end, the State Forester is charged with maintaining a complete and coordinated statewide protection system.

The State Forester is appointed by and reports to the Oregon State Board of Forestry; no other position reports directly to the Board. The Forester also fulfills the role of Secretary to the Board, setting agendas and following up to ensure that action is taken on Board decisions. The Board meets approximately every six weeks. In the area of timber sales, the State Forester does not report to the Board, but has independent and sole authority, subject to legislative direction. The State Forester is responsible to the Board for the agency meeting the Board's mission and objectives. Approximately 1,446 positions (1097 FTE) and a budget of \$832 million are managed biennially.

b. Describe the primary purpose of this position, and how it functions within this program. Complete this statement: The primary purpose of this position is to:

Carry out the goals and objectives of the Board of Forestry through executive leadership of the Department of Forestry in accordance with the Board of Forestry's strategic plan, the Forestry Program for Oregon. In general the Board provides overall policy and direction that serves as a framework within which the Department develops and administers its programs. The State Forester assures agency operations are in alignment with the Board of Forestry Vision for Oregon, and develops collaborative working relationships with stakeholder groups, the legislature, and other state, national, international and tribal governments.

SECTION 2. PROGRAM AND POSITION INFORMATION

The primary duties of the State Forester are outlined as directed by Oregon Revised Statutes (ORS) 526.041 these include, but are not limited to: 1) Promulgate rules for the enforcement of the state laws relating to the protection of forestland and the conservation of forest resources; 2) Appoint and instruct fire wardens; 3) Direct the improvement and protection of forestland owned by the State of Oregon; 4) Collect data relative to forest conditions; 5) Take action authorized by law to prevent and extinguish forest, brush and grass fires; 6) Enforce all laws pertaining to forestland and prosecute violations of such laws; 7) Cooperate with landowners, political subdivisions, private associations and agencies and others in forest protection; 8) Advise and encourage reforestation; 9) Publish such information on forestry as the forester determines to be in the public interest; 10) Enter into contracts and cooperative agreements pertaining to experiments and research in forestry; 11) Sell, exchange or otherwise dispose of any real property acquired by the board for administrative purposes and no longer needed; 12) Coordinates with other participants any activities of the Department related to a watershed enhancement project approved by the Oregon Watershed Enhancement Board; and 13) Set uniform state standards for certification of wildland fire training courses and educational programs.

The Department of Forestry administers three principal programs: 1) Fire Protection; 2) Forest Resources – Forest Practices Act and All Lands; and 3) State Forests management. There are smaller program areas: Resources Planning; and Government to Government. The Department supports its programs through Agency Administration: 1) Information Technology; 2) Planning and Policy Development; 3) Business Services; 4) Human Resources; 5) Equipment and Capital Improvements; 6) Public Affairs; and 7) Federal Grant Management.

All of these programs are vital to the economic, social, and environmental well-being of the Oregonians. Lack of appropriate and responsible program planning and administration in any of these areas would result in substantial financial, social and/or environmental losses to the State.

SECTION 3. DESCRIPTION OF DUTIES

List the major duties of the position. State the percentage of time for each duty. Mark “N” for new duties, “R” for revised duties or “NC” for no change in duties. Indicate whether the duty is an “Essential” (E) or “Non-Essential” (NE) function.

% of time	N/ R/ NC	E/ NE	DUTIES
10%		E	Secretary to Board of Forestry: Advises the Board in setting priorities, appraises the Board of emerging issues, ensures that the Board functions in compliance with state law. Reviews and submits minutes for Board approval. Assists and represents the Board in identifying and resolving policy issues and in working with interest groups, the state legislature and others.
35%		E	Policy Administration and Direction: Directs all activities of the Department. Determines policy, priorities, and the utilization of resources in order to carry out the goals and objectives mandated by Oregon law and policies of the Board of Forestry. These decisions potentially have significant consequences. The State Forester is regularly faced with major fire emergencies, mismanagement could result in catastrophic resource and economic loss, and threats to public safety. Improper harvest management on state-owned forestland would impact funds available to schools and/or counties and could cause loss of valuable forest resources. Determines Department policy. Analyzes all pertinent issues and information, assesses the impact of proposed policy, determines the resources necessary to implement such policy in order to ensure the efficient and effective delivery of services. Sets Department program priorities. Evaluates the needs of forest landowners and the general public and assesses the availability of human, fiscal and capital resources in order to implement policy effectively.
15%		E	Program Administration and Direction: Directs the administration of Department programs: a) evaluates the quality of services provided through review of reports and conferences with reporting staff, landowners, legislators, interest groups, and the Governor's Executive Staff; b) considers the input of statutorily formed and ad hoc advising groups; c) explores solutions to problems and selects the best alternatives; d) authorizes the redistribution of available resources to meet changing program needs; e) resolves conflicts between Areas and Divisions on matters of shared responsibilities; f) establishes reporting relationships and administrative controls over program operations; and g) coordinates activities with other agencies in areas of mutual concern in order to ensure compliance with established policies, objectives, program priorities and applicable laws, rules and regulations.

SECTION 3. DESCRIPTION OF DUTIES

List the major duties of the position. State the percentage of time for each duty. Mark “N” for new duties, “R” for revised duties or “NC” for no change in duties. Indicate whether the duty is an “Essential” (E) or “Non-Essential” (NE) function.

% of time	N/ R/ NC	E/ NE	DUTIES
10%	E		Agency Budget Management: Directs, reviews and approves, through subordinate managers, the preparation of the Department's biennial and fiscal budgets. Determines priorities among requests from Areas and Divisions. Champions the needs for additional resources with appropriate parties such as the Department of Administrative Services, the Governor, and the Legislature in order to effectively implement programs and carry out legal mandates. Implements and manages, through subordinate managers, the agency's legislatively-approved budget.
15%	E		Agency Relations and Leadership: Establishes, cultivates and maintains relationships with key Department stakeholders. Leads, participates in, or coordinates interagency or interstate committees and task forces; provides expert consultation to the Governor, the Legislature, Department of Administrative Services or other high-level officials; addresses professional organizations and citizen groups to advocate and explain policy and the needs of target populations served; conducts and/or attends meetings and conferences.
15%	E		Supervision: Directly supervises the agency Deputy Leadership, Business Services, and Legislative Coordination. Provides leadership direction for agency strategic planning, performance management, decision-making, and communications. Establishes the agency's policies to select, train, develop, motivate and/or assign people so that the agency's mission is achieved in a cost-effective manner. Oversees the progressive discipline process in conjunction with Human Resources. Completes and reviews performance appraisals and position descriptions for direct report staff. Serves as the Department's primary appointing authority. Responsible for implementing and accomplishing the Department's Affirmative Action goals in the recruitment and selection of protected class individuals. Promotes and supports the value the Department places on Equal Employment Opportunity, Affirmative Action, Diversity, Equity, and Inclusion and the internal working guidelines through individual actions and interactions with employees, applicants, stakeholders, and community partners. Creates a working environment that encourages all employees to achieve their full potential and a place of belonging. This includes addressing career development opportunities, developing individual learning plans, and by reviewing employee training and career plans to determine appropriate developmental assignments. Maintains a professional attitude and an inclusive work environment, free of intimidation, harassment and other forms of discrimination that enhances employee perception of ODF as their “employer of choice.” Because the Department's highest priority work is a forest fire emergency, this position provides leadership to agency in critical actions. This includes communication with Governor's office, Legislators, and other key leaders across the state and region.
100%			

SECTION 4. WORKING CONDITIONS

Describe any on-going working conditions. Include any physical, sensory, and environmental demands. State the frequency of exposure to these conditions.

Position requires frequent overnight travel within Oregon and the United States, and occasional international travel to attend meetings and conferences. Frequently requires long work days under stressful situations and tight deadlines. Strives for collaboration among public interest and stakeholder groups with conflicting interests related to politically sensitive, complex and controversial topics and issues. Requires decision making under stressful circumstances. Required to drive an assigned vehicle, obeying all traffic laws.

SECTION 5. GUIDELINES

- a. List any established guidelines used in this position, such as state or federal laws or regulations, policies, manuals, or desk procedures.

The State Forester position uses state laws, administrative rules and policy, federal law and regulations, the Forestry Program for Oregon, collective bargaining agreements, and generally accepted principles of executive leadership.

- b. How are these guidelines used?

To assure the Department is well run, serves the citizens of Oregon, and has the trust and credibility of Oregonians. These are used daily to conduct business, provide direction to assure compliance. They are also used to review, analyze, develop and execute policy recommendations or draft legislation for the Board of Forestry and Governor.

SECTION 6. WORK CONTACTS

With whom, outside of co-workers in this work unit, must the employee in this position regularly come in contact?

Who contacted	How	Purpose	How Often?
Board of Forestry - Chair	Person/Telephone	Information sharing/check-in/update	Daily/Weekly
Board of Forestry	Person/Telephone	Receive direction/information sharing	Weekly/Monthly
Governor & Staff	Person/Telephone	Receive direction/information sharing	As needed
Other State Foresters	Person/Telephone	Information sharing/coordination	As needed
Federal Executives	Person/Telephone	Information sharing/coordination	As needed
Agency Personnel	Person/Telephone	Give direction/coordination	Daily
Legislators	Person/Telephone	Coordination/testify (during Session)	As needed
Members of Congress	Person/Telephone/Written	Information sharing/coordination	As needed
Interest Group Leaders	Person/Telephone/Written	Information sharing/coordination	Daily/Weekly
Other State Agency Directors	Person/Telephone/Written	Information sharing/coordination	As needed
Media and Press Leaders	Person/Telephone	Information sharing	As needed

SECTION 7. POSITION RELATED DECISION MAKING

Describe the typical decisions of this position. Explain the direct effect of these decisions.

In addition to directing the agency, the State Forester makes decisions that assure the stewardship management of forest land in Oregon through effective coordination, management, and delivery of Department programs. Effective leadership decisions ensure maintaining public support for the Agency, viable and effective relationships with legislators and stakeholders, and effective policy direction for the Board and the Agency. Effective management decisions ensure appropriate and efficient expenditure of funds, management of operational risk, setting appropriate tone and expectations for the Agency, and maintaining high morale of Department employees.

Decisions impact statewide human, financial and physical assets for operations required to protect and manage forest resources. Fire, and insect and disease plans and allocation decisions impact timber supply, local economies, recreation and business access, risk of fire, loss of resource values and growth. Timber sale plans and allocations impact state and local government revenues, private business operations, and management of forest resources over time. Human resource plans and allocations impact effectiveness of the agency work force and program accomplishments on a statewide basis. Environmental plans and allocations impact livability and environmental values on a statewide basis.

In addition to interpreting laws, rules, regulations, and policies, makes decisions that assure that department policies allow a decentralized organization to operate in a legal, cost-effective manner that yields a high level of quality service to the public and department customers.

SECTION 8. REVIEW OF WORK

Who reviews the work of the position?

Classification Title	Position #	How	How Often	Purpose of Review
Board of Forestry Chair		Formally/Informally	Annually and as needed	Reviews are made during meetings to check progress and annually one-on-one to discuss overall performance.

SECTION 9. OVERSIGHT FUNCTIONS (THIS SECTION IS FOR SUPERVISORY POSITIONS ONLY)

- a. How many employees are directly supervised by this position? 5
How many employees are supervised through a subordinate supervisor? 1,446

b. Which of the following activities does this position do?

- | | |
|---|--|
| <input checked="" type="checkbox"/> Plan work | <input checked="" type="checkbox"/> Coordinates schedules |
| <input checked="" type="checkbox"/> Assigns work | <input checked="" type="checkbox"/> Hires and discharges |
| <input checked="" type="checkbox"/> Approves work | <input checked="" type="checkbox"/> Recommends hiring |
| <input checked="" type="checkbox"/> Responds to grievances | <input checked="" type="checkbox"/> Gives input for performance evaluations |
| <input checked="" type="checkbox"/> Disciplines and rewards | <input checked="" type="checkbox"/> Prepares & signs performance evaluations |

SECTION 10. ADDITIONAL POSITION-RELATED INFORMATION

ADDITIONAL REQUIREMENTS: List any knowledge and skills needed at time of hire that are not already required in the classification specification:

ORS 526.031 specifies that the Board of Forestry shall appoint a State Forester, who must be a practical forester familiar with western conditions and experienced in organization for the prevention of forest fires.

The State Forester directs the Department of Forestry in carrying out the policies of the State of Oregon and directives of Oregon forest laws, serves as Secretary to the Board of Forestry, and manages State of Oregon forest lands in accordance with the legislature's direction. ORS 526.041 establishes general duties of the State Forester in compliance with ORS 183.

Must possess a valid driver's license with an acceptable driving record.

BUDGET AUTHORITY: If this position has authority to commit agency operating money, indicate the following:

The State Forester has authority to commit all monies appropriated by the Legislative Assembly. Current biennial limitation and appropriation total approximately \$303 million of General Funds, Other Funds, Federal Funds, and Lottery Funds.

Operating Area	Biennial amount (\$00000.00)	Fund type
Statewide	\$832,000,000	All types

SECTION 11. ORGANIZATIONAL CHART

Attach a current organizational chart. Be sure the following information is shown on the chart for each position: classification title, classification number, salary range, employee name and position number.

SECTION 12. SIGNATURES

Employee Signature

Date

Supervisor Signature

Date

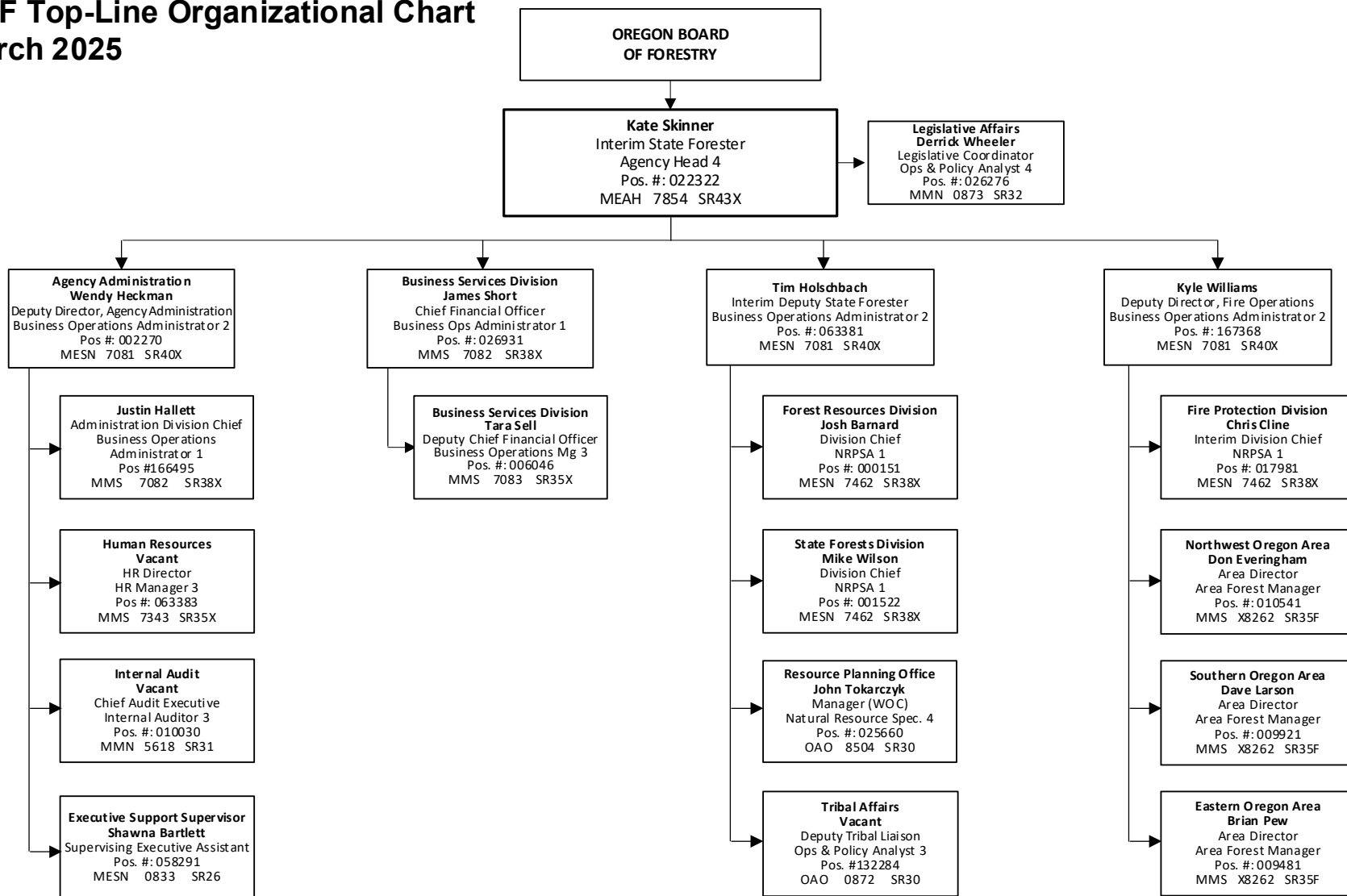
Appointing Authority Signature

Date



ODF Top-Line Organizational Chart

March 2025





Board of Forestry Public Meeting

5. Approve Designated Individual to Support State Forester Recruitment

The Board will consider approving a designated individual to support the State Forester recruitment with specific tasks.

This is a decision item.

STAFF REPORT

Agenda Item No.:	6
Work Plan:	Fire Protection
Topic:	Ongoing Topic; Fire Season Readiness and Forecast
Presentation Title:	2025 Fire Season Outlook and Readiness Report
Date of Presentation:	June 4, 2025
Contact Information:	Michael Curren, Fire Protection Division - Chief 503-480-6675; Michael.Curran@odf.oregon.gov Ron Graham, Fire Protection Division - Deputy Chief of Operations 971-718-6862, Ron.Graham@odf.oregon.gov

SUMMARY

Oregon revised statutes define the Department's Fire Protection Policy, which requires a complete and coordinated system. This system relies on the partnership between the Department and forest landowners with a commitment to ongoing communication and collaboration with many other state and federal agencies. Fire management leaders from the Department will provide a briefing on some of the ongoing coordination and an up-to-date fire season status report during this agenda item. A weather forecast and fire season outlook will also be included in this agenda item.

Agenda Item:	7
Work Plan:	Fire Protection Work Plan
Topic:	On Going Topics
Presentation Title:	Central Oregon and Northeast Oregon District Boundary Change
Date of Presentation:	June 4, 2025
Contact Information:	Levi Hopkins, Fire Protection Division – Deputy Chief of Policy and Planning 503-949-3572, Levi.a.Hopkins@odf.oregon.gov Rob Pentzer, Central Oregon District Forester 541-620-4360, Rob.s.Pentzer@odf.oregon.gov Justin Lauer, Northeast Oregon District Forester 541-215-7072, Justin.b.Lauer@odf.oregon.gov

SUMMARY

The purpose of this agenda item is to seek approval from the Board to finalize changes to the Central Oregon and Northeast Oregon Forest Protection District Boundaries and to revise the administrative rules which describe those boundaries.

CONTEXT

The 1997 Legislature amended ORS 477.225 to require that boundaries of forest protection districts be described in administrative rule. In July 1998, the Board promulgated administrative rules which provided the framework into which individual district boundary descriptions were to be inserted. Since then, all forest protection district boundary descriptions have been inserted. To change a forest protection district boundary, the Board must amend the pertinent Oregon Administrative Rule through the rulemaking process.

BACKGROUND AND ANALYSIS

The proposed boundary changes are strictly administratively boundary changes between the two Districts and will not add or remove acres from ODF protection. This change will improve the operations and services provided for the landowners within these boundaries. One of the proposed changes to make to the Central Oregon and Northeast Oregon Forest Protection District Boundaries occur along the southern border of Morrow County where it adjoins Grant and Wheeler counties and the western border of Morrow County where it adjoins Gilliam and Wheeler Counties. The second change would be the addition of the “Gurdane block” located on the border of Morrow and Umatilla Counties.

The continued increase of complex and lengthy fire seasons has led to the Central Oregon and Northeast Oregon Districts conducting a comprehensive study of the current District boundaries within the Eastern Oregon Forest Protection Area. The study consisted of workload balance, fire response time, dispatch communication, alignment with partners on coverage areas, and the overall level of customer service.

This led to a modernization plan to more effectively provide fire protection for landowners within the Eastern Oregon Forest Protection Area. The boundary change is the first phase of implementation of the modernization plan.

The alignment of the district boundaries will provide the landowners in Morrow County a standard fire patrol rate, improved access to agency service providers out of the Pendelton Office, rather than the John Day office. Establish more efficient processes for the Morrow County assessor's office for only having one established rate and one single point of contact for County government concerns.

Better alignment of coverage areas with agency partners such as NRCS, OSFM, Rural Fire Districts, Dispatch Centers, and the USFS. With the two districts covering different portions of Morrow County, it causes confusion from staff from these agencies on having multiple points of contacts from each District. This will streamline lines of communications and workflow.

The Morrow County proposed boundary change would shift approximately 122,321.93 protected acres (73,812.95 timber acres and 48,508.98 grazing acres) from the Central Oregon District to the Northeast Oregon District.

The "Gurdane Block" added to the Northeast Oregon District would be 22,989.7 private acres of unclassified and unprotected lands.

The board on March 5, 2025, authorized public hearings on the boundary changes. Virtual public hearings were held on April 17, 2025, and April 18, 2025, and written comments were allowed until April 30, 2025. One individual was present for the public hearing, but did not provide comment. One written comment was submitted.

Attachment 1 is the existing language for 629-041-0515 and attachment 2 is the existing language for 629-041-0550. See attachment 3 for proposed rule language changes, attachments 4 and 5 for maps identifying the locations of the proposed changes, attachment 6 is the hearing officers report and attachment 7 is the only written comment that was received.

RECOMMENDATION

The Department recommends that the Board authorizes the department to amend OAR 629-041-0515 and OAR 629-041-0550, the boundary descriptions of the Central Oregon and Northeast Oregon Forest Protection District Boundaries.

NEXT STEPS

The Department will file an official final rule with the Oregon Secretary of State and the boundary change would go into effect on July 1, 2026.

ATTACHMENTS

- (1) OAR 629-041-0515—Current Central Oregon Forest Protection District Boundary
- (2) OAR 629-041-0550—Current Northeast Oregon Forest Protection District Boundary
- (3) OAR 629-041-0515 and OAR 629-041-0550, **Proposed** Central Oregon Forest Protection District and Northeast Oregon Forest Protection District Boundaries.
- (4) (Map) Current and **Proposed** District Boundary Change-Morrow County Line
- (5) (Map) Current and **Proposed** Northeast Oregon District Boundary Change—"Gurdane Block"
- (6) Hearing Officers Reports
- (7) Written Comments

Chapter 629
Department of Forestry

629-041-0515
Central Oregon Forest Protection District Boundary

The area within the Central Oregon Forest Protection District is contained within the boundaries of five units described in subsections (1), (2), (3), (4), and (5) of this rule.

(1) The boundary of the Baldy Unit of the Central Oregon Forest Protection District is as follows: Beginning at the northwest corner of section 8, township 10 south, range 23 east, Wheeler County; thence east to the northwest corner of section 10, township 10 south, range 23 east, Wheeler County; thence north to the northwest corner of the southwest quarter of section 27, township 9 south, range 23 east, Wheeler County; thence east to the northwest corner of the southwest quarter of section 26, township 9 south, range 23 east, Wheeler County; thence north to the northwest corner of section 26, township 9 south, range 23 east, Wheeler County; thence east to the northeast corner of section 25, township 9 south, range 23 east, Wheeler County; thence south to the northeast corner of section 1, township 10 south, range 23 east, Wheeler County; thence east to the northwest corner of section 4, township 10 south, range 24 east, Wheeler County; thence north to the northwest corner of section 33, township 9 south, range 24 east, Wheeler County; thence east to the northeast corner of section 34, township 9 south, range 24 east, Wheeler County; thence south to the northeast corner of section 3, township 10 south, range 24 east, Wheeler County; thence east to the northeast corner of section 3, township 10 south, range 25 east, Wheeler County; thence south to the northeast corner of section 27, township 10 south, range 25 east, Wheeler County; thence east to the northeast corner of section 26, township 10 south, range 25 east, Wheeler County; thence south to the southeast corner of section 23, township 11 south, range 25 east, Wheeler County; thence west to the southeast corner of section 22, township 11 south, range 25 east, Wheeler County; thence south to the southeast corner of section 27, township 11 south, range 25 east, Wheeler County; thence west to the southwest corner of section 29, township 11 south, range 25 east, Wheeler County; thence north to the southwest corner of section 20, township 11 south, range 25 east, Wheeler County; thence west to the southwest corner of section 23, township 11 south, range 24 east, Wheeler County; thence north to the southwest corner of section 14, township 11 south, range 24 east, Wheeler County; thence west to the southwest corner of section 15, township 11 south, range 24 east, Wheeler County; thence north to the southwest corner of section 34, township 10 south, range 24 east, Wheeler County; thence west to the southeast corner of section 31, township 10 south, range 24 east, Wheeler County; thence south to the southeast corner of section 6, township 11 south, range 24 east, Wheeler County; thence west to the southeast corner of the southwest quarter of section 6, township 11 south, range 24 east, Wheeler County; thence south to the southeast corner of the southwest quarter of section 7, township 11 south, range 24 east, Wheeler County; thence west to the southeast corner of section 12, township 11 south, range 23 east, Wheeler County; thence south to the southeast corner of section 13, township 11 south, range 23 east, Wheeler County; thence west to the southeast corner of the southwest quarter of section 13, township 11 south, range 23 east, Wheeler County; thence south to the southeast corner of the northwest quarter of section 24, township 11 south, range 23 east, Wheeler County; thence west to the southeast corner of the northeast quarter of section 23, township 11 south, range 23 east, Wheeler County; thence south to the southeast corner of section 23, township 11 south, range 23 east, Wheeler County; thence west to the southeast corner of section 22, township 11 south, range 23 east, Wheeler County; thence south to the southeast corner of section 34, township 11 south, range 23 east, Wheeler County; thence west to the southwest corner of section 36, township 11 south, range 22 east, Wheeler County; thence north to the southwest corner of section 24, township 11 south, range 22 east, Wheeler County; thence west to the southwest corner of section 23, township 11 south, range 22 east, Wheeler County; thence north to the northwest corner of the southwest quarter of the southwest quarter of section 11, township 11 south, range 22 east, Wheeler County; thence east to the northwest corner of the southwest quarter of the

southwest quarter of section 12, township 11 south, range 22 east, Wheeler County; thence north to the northwest corner of section 1, township 11 south, range 22 east, Wheeler County; thence east to the northwest corner of section 6, township 11 south, range 23 east, Wheeler County; thence north to the northwest corner of section 31, township 10 south, range 23 east, Wheeler County; thence east to the northwest corner of section 32, township 10 south, range 23 east, Wheeler County; thence north to the point of beginning.

(2) The boundary of the Deschutes Unit of the Central Oregon Forest Protection District is as follows: Beginning at the point where the common boundary of Jefferson County and Linn County, as set forth in ORS 201.160 and 201.220, intersect with the southern boundary of the Warm Springs Indian Reservation, in or near section 5, township 11 south, range 8 east, Jefferson County; thence southerly and easterly on the southern boundary of the Warm Springs Indian Reservation to center of the main channel of Jefferson Creek, in or near section 4, township 11 south, range 8 east, Jefferson County; thence easterly and southerly on the center of the main channel of Jefferson Creek to the center line of the Metolius River, in or near section 35, township 11 south, range 9 east, Jefferson County; thence northerly, southerly and easterly on the center of the main channel of the Metolius River to the line of ordinary high water, at an elevation of approximately 1,945 feet, of the Metolius Arm of Lake Billy Chinook in or near section 18, township 11 south, range 11 east, Jefferson County; thence easterly on the southern line of ordinary high water, at an elevation of approximately 1,945 feet, of the Metolius Arm of Lake Billy Chinook to the western line of ordinary high water, at an elevation of approximately 1,945 feet, of the Deschutes River arm of Lake Billy Chinook in section 27, township 11 south, range 12 east, Jefferson County; thence southerly on the western line of ordinary high water, at an elevation of approximately 1,945 feet, of the Deschutes River Arm of Lake Billy Chinook to the center of the main channel of the Deschutes River in or near section 29, township 12 south, range 12 east, Jefferson County; thence southerly on the center of the main channel of Deschutes River to the center of the main channel of Whychus Creek in or near section 7, township 13 south, range 12 east, Jefferson County; thence southwesterly on the center of the main channel of Whychus Creek to the common boundary of Deschutes County and Jefferson County, as set forth in ORS 201.090 and 201.160, in or near section 34, township 13 south, range 11 east, Jefferson county; thence easterly on the common boundary of Deschutes County and Jefferson County, as set forth in ORS 201.090 and 201.160, to the centerline of United States Forest Service road 6360 in or near section 2, township 14 south, range 11 east, Deschutes County; thence southerly on the centerline of United States Forest Service road 6360 to the centerline of Holmes Road in or near section 11, township 14 south range 11 east, Deschutes County; thence southwesterly on the centerline of Holmes Road to the centerline of Edmundson Road in or near section 32, township 14 south, range 11 east, Deschutes County; thence west on the centerline of Edmundson Road to the centerline of Goodrich Road in or near section 31, township 14 south, range 11 east, Deschutes County; thence south on the centerline of Goodrich Road to the centerline of Oregon Highway 126 in or near section 6, township 15 south, range 11 east, Deschutes County; thence westerly on the centerline of Oregon highway 126 to the centerline of Cloverdale Road in or near section 12, township 15 south, range 10 east, Deschutes County; thence southerly on the centerline of Cloverdale Road to the centerline of Oregon Highway 20 in or near section 25 township 15 south, range 10 east, Deschutes County; thence southeasterly on the centerline of highway 20 to the centerline of Gist Road in or near section 25, township 15 south, range 10 east, Deschutes county; thence southerly on the centerline of Gist Road to the centerline of Plainview Road in or near section 36, township 15 south, range 10 east, Deschutes County; thence easterly on the centerline of Plainview Road to the centerline of Sisemore Road in or near section 31, township 15 south, range 11 east, Deschutes County; thence southeasterly on the centerline of Sisemore Road to the centerline of Couch Market Road in or near section 29, township 16 south, range 11 east, Deschutes County; thence easterly on the centerline of Couch Market Road to the centerline of Collins Road in or near section 28, township 16 south, range 11 east, Deschutes County; thence southerly on the centerline of Collins Road to the centerline of Tumalo Reservoir Road in or near section 33, township 16 south, range 11 east, Deschutes County; thence easterly on the centerline of Tumalo Reservoir Road to the centerline line of Tyler Road in or near section 2 township 17 south, range 11 east,

Deschutes County; thence southerly and easterly on the centerline of Tyler Road to the centerline Johnson Road in or near section 11, township 17 south, range 11 east, Deschutes County; thence easterly and northeasterly on the centerline of Johnson Road to the northeast corner of section 12, township 17 south, range 11 east, Deschutes County; thence south to the centerline of NW Skyline Ranch Road in or near section 13, township 17 south, range 11 east, Deschutes County; thence South to the centerline of NW Skyline Ranch Road in or near section 13, township 17 south, range 11 east, Deschutes County; thence southwesterly on the center line of NW Skyline Ranch Road to the centerline of NW Shevlin Park Road in or near section 25, township 17 south, range 11 east, Deschutes county; thence Northwesterly on the centerline of NW Shevlin Park Road to the centerline of NW Skyline Ranch Road in or near section 25, township 17 south, range 11 east, Deschutes County; thence southwesterly on the centerline of NW Skyline Ranch Road to the common line between section 25 and section 26, township 17 south, range 11 east, Deschutes County; thence south to the centerline of Skyliner Road in or near section 35, township 17 south, range 11 east, Deschutes County; thence southerly on the centerline of NW Skyline Ranch Road to the point it becomes SW Skyline Ranch Road in or near section 12, township 18 south, range 11 east, Deschutes County; thence southerly on the centerline of SW Skyline Ranch Road to the centerline of Oregon Highway 372 in or near Section 12, township 18 south, range 11 east, Deschutes County; thence southwesterly on the centerline of Oregon highway 372 to the common line between section 13 and section 14, township 18 south, range 11 east, Deschutes County; thence south to the southeast corner of section 14, township 18 south, range 11 east, Deschutes County; thence east to the northeast corner of section 19, township 18 south, range 12 east, Deschutes County; thence southeasterly to the centerline of China Hat Road in or near the northwest corner of section 20, township 18 south, range 12 east, Deschutes County; thence southeasterly on the centerline of China Hat Road to the centerline of Knott Road in or near section 20, township 18 south, range 12 east, Deschutes County; thence easterly on the centerline of Knott Road to the centerline of Rickard Road in or near section 14, township 18 south, range 12 east, Deschutes County; thence easterly on the centerline of Rickard Road to the centerline of Arnold Market Road in or near section 23, township 18 south, range 12 east, Deschutes County; thence south and east and south and east on the centerline of Arnold Market Road to the centerline Gosney Road in or near section 29, township 18 south, range 13 east, Deschutes County; thence east to the northeast corner of section 29, township 18 south, range 13 east, Deschutes County; thence south to northwest corner of section 4, township 19 south, range 13 east, Deschutes County; thence east to the northeast corner of the northwest quarter of section 4, township 19 south, range 13 east, Deschutes County; thence south to the northeast corner of the southwest quarter of section 4, township 19 south, range 13 east, Deschutes County; thence east to the northeast corner of the southeast quarter of section 4, township 19 south, range 13 east, Deschutes County; thence south to the northeast corner of section 9, township 19 south, range 13 east, Deschutes County; thence east to the northeast corner of the northwest quarter of section 10, township 19 south, range 13 east, Deschutes County; thence south to the northeast corner of the southwest quarter of section 10, township 19 south, range 13 east, Deschutes County; thence east to the northeast corner of the southeast quarter of section 10, township 19 south, range 13 east, Deschutes County; thence south to the northeast corner of the southeast quarter of section 15, township 19 south, range 13 east, Deschutes County; thence east to the northeast corner of the southwest quarter of section 14, township 19 south, range 13 east, Deschutes County; thence south to the northeast corner of the northwest quarter of section 23, township 19 south, range 13 east, Deschutes County; thence east to the northeast corner of section 23, township 19 south, range 13 east, Deschutes County; thence south to the northeast corner of the southeast corner of section 23, township 19 south, range 13 east, Deschutes County; thence east to the northeast corner of the southwest quarter of section 24, township 19 south, range 13 east, Deschutes County; thence south to the northeast corner of the southwest quarter of section 25, township 19 south, range 13 east, Deschutes County; thence east to the northeast corner of the southwest quarter of section 30, township 19 south, range 14 east, Deschutes County; thence south to the northeast corner of the northwest quarter of section 6, township 20 south, range 14 east, Deschutes County; thence east to the northeast corner of section 6, township 20 south, range 14 east, Deschutes County; thence south to the northeast corner of section 7, township 20 south, range 14 east, Deschutes County; thence east to the northeast

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Attachment 1
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thence south to the southeast corner of the northeast quarter of the southwest quarter of section 2, township 23 south, range 16 east, Lake County; thence west to the southeast corner of the northwest quarter of the southwest quarter of section 2, township 23 south, range 16 east, Lake County; thence south to the southeast corner of the southwest quarter of the southwest quarter of section 2, township 23 south, range 16 east, Lake County; thence west to the southeast corner of section 3, township 23 south, range 16 east, Lake County; thence south to the southeast corner of section 22, township 23 south, range 16 east, Lake County; thence west to the southeast corner of section 21, township 23 south, range 16 east, Lake County; thence south to the southeast corner of section 33, township 23 south, range 16 east, Lake County; thence west to the southwest corner of section 35, township 23 south, range 15 east, Lake County; thence north to the southwest corner of section 26, township 23 south, range 15 east, Lake County; thence west to the southeast corner of the southwest quarter of the southeast quarter of section 28, township 23 south, range 15 east, Lake County; thence south to the southeast corner of the northwest quarter of the southeast quarter of section 33, township 23 south, range 15 east, Lake County; thence west to the southeast corner of the northeast quarter of the southeast quarter of section 35, township 23 south, range 14 east, Lake County; thence south to the southeast corner of section 35, township 23 south, range 14 east, Lake County; thence west to the southeast corner of the southwest quarter of section 35, township 23 south, range 14 east, Lake County; thence south to the southeast corner of the southwest quarter of section 2, township 24 south, range 14 east, Lake County; thence west to the southeast corner of section 3, township 24 south, range 15 east, Lake County; thence south to the southeast corner of the northeast quarter of section 10, township 24 south, range 14 east, Lake County; thence west to the southeast corner of the northeast quarter of section 9, township 24 south, range 14 east, Lake County; thence south to the southeast corner of section 9, township 24 south, range 14 east, Lake County; thence west to the southeast corner of the southwest quarter of section 9, township 24 south, range 14 east, Lake County; thence south to the southeast corner of the northwest quarter of section 16, township 24 south, range 16 east, Lake County; thence west to the southeast corner of the northeast quarter of section 17, township 24 south, range 14 east, Lake County; thence south to the southeast corner of section 17, township 24 south, range 14 east, Lake County; thence west to the southeast corner of section 18, township 24 south, range 14 east, Lake County; thence south to the southeast corner of section 19, township 24 south, range 14 east, Lake County; thence west to the southeast corner of section 24, township 24 south, range 13 east, Lake County; thence south to the southeast corner of section 25, township 24 south, range 13 east, Lake County; thence west to the southeast corner of the southwest quarter of the southeast quarter of section 26, township 24 south, range 13 east, Lake County; thence south to the southeast corner of the southwest quarter of the northeast quarter of section 35, township 24 south, range 13 east, Lake County; thence west to the southeast corner of the northwest quarter of section 35, township 24 south, range 13 east, Lake County; thence south to the southeast corner of the northeast quarter of the southwest quarter of section 35, township 24 south, range 13 east, Lake County; thence west to the southeast corner of the northeast quarter of the southeast quarter of section 34, township 24 south, range 13 east, Lake County; thence south to the southeast corner of section 34, township 24 south, range 13 east, Lake County; thence west to the southeast corner of section 33, township 24 south, range 13 east, Lake County; thence south to the southeast corner of section 4, township 25 south, range 13 east, Lake County; thence west to the southeast corner of the southwest quarter of section 4, township 25 south, range 13 east, Lake County; thence south to the southeast corner of the southwest quarter of section 9, township 25 south, range 13 east, Lake County; thence west to the southwest corner of section 12, township 25 south, range 12 east, Lake County; thence north to the southwest corner of section 36, township 24 south, range 12 east, Lake County; thence west to the southwest corner of section 31, township 24 south, range 12 east, Lake County; thence northerly on the common boundary of Klamath County and Lake County, as set forth in ORS 201.180 and 201.190, to the boundary of Deschutes County, as set forth in ORS 201.090, in or near section 6, township 23 south, range 12 east, Lake County; thence westerly on the common boundary of Deschutes County and Klamath County, as set forth in ORS 201.090 and 201.180, to the boundary of Lane County, as set forth in ORS 201.200, in or near section 34, township 22 south, range 6 east, Deschutes County; thence northerly on the common boundary of Deschutes County and Lane County, as set forth in ORS

201.090 and 201.200, to the boundary of Linn County, as set forth in ORS 201.220, near McKenzie Pass, township 15 south, range 8 east, Deschutes County; thence northerly on the common boundary of Deschutes County and Linn County, as set forth in ORS 201.090 and 201.220, to the boundary of Jefferson County, as set forth in ORS 201.160, in or near section 1, township 14 south, range 7 east, Deschutes County; thence northerly on the common boundary of Jefferson County and Linn County, as set forth in ORS 201.160 and 201.220, to the point of beginning.

(3) The boundary of the John Day-Ochoco Unit of the Central Oregon Forest Protection District is as follows: Beginning at the northwest corner of section 6, township 11 south, range 16 east, Jefferson County; thence east to the common boundary of Jefferson County and Wheeler County, as set forth in ORS 201.160 and 201.350, in or near section 1, township 11 south, range 19 east, Jefferson County; thence southerly on the common boundary of Jefferson County and Wheeler County, as set forth in ORS 201.160 and 201.350, to the northwest corner of section 6, township 12 south, range 20 east, Wheeler County; thence east to the northeast corner of section 4, township 12 south, range 20 east, Wheeler County; thence south to the northeast corner of section 9, township 12 south, range 20 east, Wheeler County; thence east to the northeast corner of section 10, township 12 south, range 20 east, Wheeler County; thence south to the northeast corner of section 15, township 12 south, range 20 east, Wheeler County; thence east to the northeast corner of section 18, township 12 south, range 23 east, Wheeler County; thence south to the northeast corner of section 19, township 12 south, range 23 east, Wheeler County; thence east to the northeast corner of section 20, township 12 south, range 23 east, Wheeler County; thence south to the northeast corner of section 29, township 12 south, range 23 east, Wheeler County; thence east to the northeast corner of section 29, township 12 south, range 24 east, Wheeler County; thence south to the northeast corner of section 32, township 12 south, range 24 east, Wheeler County; thence east to the northeast corner of section 33, township 12 south, range 24 east, Wheeler County; thence south to the northeast corner of section 4, township 13 south, range 24 east, Wheeler County; thence east to the northeast corner of section 2, township 13 south, range 24 east, Wheeler County; thence south to the northeast corner of section 11, township 13 south, range 24 east, Wheeler County; thence east to the northeast corner of section 7, township 13 south, range 25 east, Wheeler County; thence south to the northeast corner of section 18, township 13 south, range 25 east, Wheeler County; thence east to the common boundary of Grant County and Wheeler County, as set forth in ORS 201.120 and 201.350, in or near section 18, township 13 south, range 26 east, Grant County; thence northerly on the common boundary of Grant County and Wheeler County, as set forth in ORS 201.120 and 201.350, to the northwest corner of section 6, township 9 south, range 26 east, Grant County; thence westerly on the common boundary of Grant County and Wheeler County, as set forth in ORS 201.120 and 201.350, to the southwest corner of section 31, township 8 south, range 26 east, Grant County; thence northerly on the common boundary of Grant County and Wheeler County, as set forth in ORS 201.120 and 201.350, to the southwest corner of section 19, township 8 south, range 26 east, Grant County; thence west to the southwest corner of section 23, township 8 south, range 25 east, Wheeler County; thence north to the southwest corner of section 11, township 8 south, range 25 east, Wheeler County; thence west to the southeast corner of section 12, township 8 south, range 24 east, Wheeler County; thence south to the southeast corner of section 13, township 8 south, range 24 east, Wheeler County; thence west to the southeast corner of the southwest quarter of section 15, township 8 south, range 23 east, Wheeler County; thence south to the southeast corner of the southwest quarter of section 22, township 8 south, range 23 east, Wheeler County; thence west to the southeast corner of section 19, township 8 south, range 23 east, Wheeler County; thence south to the southeast corner of section 30, township 8 south, range 23 east, Wheeler County; thence west to the southeast corner of section 25, township 8 south, range 22 east, Wheeler County; thence south to the southeast corner of section 36, township 8 south, range 22 east, Wheeler County; thence east to the northeast corner of section 1, township 9 south, range 22 east, Wheeler County; thence south to the southeast corner of section 1, township 9 south, range 22 east, Wheeler County; thence west to the southeast corner of section 3, township 9 south, range 22 east, Wheeler County; thence south to the southeast corner of the northeast quarter of section 15, township 9 south, range 22 east, Wheeler County; thence west to the southwest corner of the northwest quarter of section 17, township 9 south,

range 22 east, Wheeler County; thence north to the northwest corner of section 5, township 9 south, range 22 east, Wheeler County; thence east to the southwest corner of section 33, township 8 south, range 22 east, Wheeler County; thence north to the southwest corner of section 28, township 8 south, range 22 east, Wheeler County; thence west to the southwest corner of section 29, township 8 south, range 22 east, Wheeler County; thence north to the southwest corner of section 20, township 8 south, range 22 east, Wheeler County; thence west to the southwest corner of section 23, township 8 south, range 21 east, Wheeler County; thence north to the southwest corner of the northwest quarter of section 23, township 8 south, range 21 east, Wheeler County; thence west to the southwest corner of the northwest quarter of section 21, township 8 south, range 21 east, Wheeler County; thence north to the northwest corner of section 9, township 8 south, range 21 east, Wheeler County; thence north to the northwest corner of section 4, township 8 south, range 21 east, Wheeler County; thence north to the northwest corner of section 21, township 7 south, range 21 east, Wheeler County; thence east to the northwest corner of section 23, township 7 south, range 21 east, Wheeler County; thence north to the northwest corner of section 11, township 7 south, range 21 east, Wheeler County; thence east to the northwest corner of section 7, township 7 south, range 22 east, Wheeler County; thence north to the southwest corner of section 30, township 6 south, range 22 east, Wheeler County; thence west to the southwest corner of section 26, township 6 south, range 21 east, Wheeler County; thence north to the northwest corner of section 26, township 6 south, range 21 east, Wheeler County; thence east to the northwest corner of section 30, township 6 south, range 22 east, Wheeler County; thence north to the northwest corner of the south half of section 19, township 6 south, range 22 east, Wheeler County; thence east to the northwest corner of the southwest quarter of section 21, township 6 south, range 22 east, Wheeler County; thence north to the northwest corner of section 21, township 6 south, range 22 east, Wheeler County; thence east to the northwest corner of section 23, township 6 south, range 22 east, Wheeler County; thence north to the northwest corner of the southwest quarter of section 14, township 6 south, range 22 east, Wheeler County; thence east to the northwest corner of the southwest quarter of section 13, township 6 south, range 22 east, Wheeler County; thence north to the northwest corner of section 1, township 6 south, range 22 east, Gilliam County; thence east to the southwest corner of section 35, township 5 south, range 23 east, Gilliam County; thence north to the northwest corner of section 35, township 5 south, range 23 east, Gilliam County; thence east to the northwest corner of section 35, township 5 south, range 24 east, Gilliam County; thence north to the northwest corner of section 26, township 5 south, range 24 east, Gilliam County; thence east to the common boundary of Gilliam County and Morrow County, as set forth in ORS 201.110 (Gilliam County) and ORS 201.250 (Morrow County), to the northeast corner of section 25, township 5 south, range 24 east, Gilliam County; thence south on the common boundary of Gilliam County and Morrow County, as set forth in ORS 201.110 (Gilliam County) and ORS 201.250 (Morrow County), to the southeast corner of section 36, township 5 south range 24 east, [CC1] Gilliam County; thence west on the common boundary of Gilliam County and Morrow County to the northeast corner of section 1, township 6, range 24 east, Gilliam County; thence south on the common boundary of Gilliam County and Morrow County as set forth in ORS 201.110 (Gilliam County) and ORS 201.250 (Morrow County), to the northeast corner of section 12, township 6 south range 24 east, Wheeler County; thence south on the common boundary of Wheeler County and Morrow County as set forth in ORS 201.350 (Wheeler County) and ORS 201.110 (Gilliam County), to the northeast corner of section 1 of township 7 south range 24 east, Wheeler County; thence east on the common boundary of Wheeler County and Morrow County to the northeast corner of section 1, township 7 range 25 east, Wheeler County; thence east on the common boundary of Grant County and Morrow County as set forth in and ORS 201.250 (Morrow County) and ORS 201.120 (Grant County), to the northwest corner of lot 4, section 6, township 7 south, range 29 east, Grant County; thence south to the center of the main channel of North Fork John Day River in section 7, township 7 south, range 29 east, Grant County; thence easterly on the center of the main channel of North Fork John Day River to the common boundary of Grant County and Umatilla County, as set forth in ORS 201.120 and 201.300, in or near section 2, township 7 east, range 31 south, Grant County; thence easterly on the common boundary of Grant County and Umatilla County, as set forth in ORS 201.120 and 201.300, to the boundary of Union County, as set forth in ORS 201.310, in or near section 5, township 7 south, range 35 east, Grant County; thence easterly on

the common boundary of Grant County and Union County, as set forth in ORS 201.120 and 201.310, to the boundary of Baker County, as set forth in ORS 201.010, in section 13, township 7 south, range 36 east; thence southerly on the common boundary of Baker County and Grant County, as set forth in ORS 201.010 and 201.120, to the boundary of Malheur County, as set forth in ORS 201.230, in or near section 24, township 15 south, range 36 east, Grant County; thence southerly on the common boundary of Grant County and Malheur County, as set forth in ORS 201.120 and 201.230, to the boundary of Harney County, as set forth in ORS 201.130, in or near section 36, township 17 south, range 36 east, Grant County; thence westerly on the common boundary of Grant County and Harney County, as set forth in ORS 201.120 and 201.130, to the northeast corner of section 6, township 18 south, range 36 east, Harney County; thence south to the northeast corner of section 7, township 18 south, range 36 east, Harney County; thence east to the northeast corner of the northwest quarter of section 8, township 18 south, range 36 east, Harney County; thence south to the southeast corner of the northwest quarter of section 17, township 18 south, range 36 east, Harney County; thence west to the southeast corner of the northeast quarter of section 13, township 18 south, range 35 east, Harney County; thence south to the southeast corner of section 13, township 18 south, range 35 east, Harney County; thence west to the southeast corner of the southwest quarter of section 18, township 18 south, range 35 east, Harney County; thence south to the southeast corner of the northwest quarter of section 30, township 18 south, range 35 east, Harney County; thence west to the southeast corner of the northeast quarter of section 25, township 18 south, range 34 east, Harney County; thence south to the southeast corner of the northeast quarter of section 36, township 18 south, range 34 east, Harney County; thence west to the southwest corner of the northwest quarter of section 35, township 18 south, range 34 east, Harney County; thence north to the southwest corner of section 23, township 18 south, range 34 east, Harney County; thence west to the southwest corner of section 21, township 18 south, range 34 east, Harney County; thence north to the southwest corner of section 16, township 18 south, range 34 east, Harney County; thence west to the southwest corner of section 18, township 18 south, range 34 east, Harney County; thence north to the southeast corner of section 13, township 18 south, range 33 1/2 east, Harney County; thence west to the southeast corner of section 14, township 18 south, range 33 east, Harney County; thence south to the northeast corner of section 2, township 19 south, range 33 east, Harney County; thence east to the northeast corner of section 1, township 19 south, range 33 east, Harney County; thence south to the northeast corner of section 25, township 20 south, range 33 east, Harney County; thence east to the northeast corner of section 29, township 20 south, range 33 1/2 east, Harney County; thence south to the southeast corner of section 32, township 20 south, range 33 1/2 east, Harney County; thence west to the northeast corner of section 5, township 21 south, range 33 east, Harney County; thence south to the northeast corner of section 17, township 21 south, range 33 east, Harney County; thence east to the northeast corner of section 16, township 21 south, range 33 east, Harney County; thence south to the northeast corner of section 21, township 21 south, range 33 east, Harney County; thence east to the northeast corner of section 22, township 21 south, range 33 east, Harney County; thence south to the southeast corner of section 27, township 21 south, range 33 east, Harney County; thence west to the southeast corner of section 29, township 21 south, range 33 east, Harney County; thence south to the southeast corner of the northeast quarter of section 32, township 21 south, range 33 east, Harney County; thence west to the southwest corner of the northwest quarter of section 31, township 21 south, range 33 east, Harney County; thence north to the southeast corner of section 25, township 21 south, range 32 1/2 east, Harney County; thence west to the southeast corner of the southwest quarter of section 27, township 21 south, range 32 east, Harney County; thence south to the southeast corner of the southwest quarter of section 34, township 21 south, range 32 east, Harney County; thence west to the southwest corner of section 31, township 21 south, range 32 east, Harney County; thence north to the southwest corner of section 18, township 21 south, range 32 east, Harney County; thence west to the southwest corner of section 14, township 21 south, range 31 east, Harney County; thence north to the southwest corner of the northwest quarter of section 14, township 21 south, range 31 east, Harney County; thence west to the southeast corner of the northwest quarter of section 15, township 21 south, range 31 east, Harney County; thence south to the southeast corner of the southwest quarter of section 15, township 21 south, range 31 east, Harney County; thence west to the southwest corner of the southeast quarter of the southeast quarter of section

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south to the southeast corner of the southwest quarter of section 1, township 23 south, range 28 east, Harney County; thence west to the southeast corner of section 2, township 23 south, range 28 east, Harney County; thence south to the southeast corner of section 11, township 23 south, range 28 east, Harney County; thence west to the southwest corner of section 11, township 23 south, range 28 east, Harney County; thence north to the southwest corner of section 2, township 23 south, range 28 east, Harney County; thence west to the southwest corner of section 5, township 23 south, range 28 east, Harney County; thence north to the southwest corner of section 17, township 22 south, range 28 east, Harney County; thence west to the southwest corner of section 15, township 22 south, range 26 east, Harney County; thence north to the northwest corner of the southwest quarter of section 10, township 22 south, range 26 east, Harney County; thence east to the northwest corner of the southwest quarter of section 11, township 22 south, range 26 east, Harney County; thence north to the northwest corner of section 2, township 22 south, range 26 east, Harney County; thence east to the northwest corner of the northeast quarter of section 2, township 22 south, range 26 east, Harney County; thence north to the northwest corner of the northeast quarter of section 35, township 21 south, range 26 east, Harney County; thence east to the northwest corner of section 31, township 21 south, range 27 east, Harney County; thence north to the northwest corner of section 19, township 21 south, range 27 east, Harney County; thence east to the northwest corner of section 21, township 21 south, range 27 east, Harney County; thence north to the southwest corner of section 4, township 21 south, range 27 east, Harney County; thence west to the southwest corner of section 6, township 21 south, range 27 east, Harney County; thence north to the southwest corner of section 31, township 20 south, range 27 east, Harney County; thence west to the southeast corner of section 34, township 20 south, range 26 east, Harney County; thence south to the southeast corner of the northeast quarter of section 10, township 21 south, range 26 east, Harney County; thence west to the southeast corner of the northeast quarter of section 8, township 21 south, range 26 east, Harney County; thence south to the southeast corner of section 17, township 21 south, range 26 east, Harney County; thence west to the southeast corner of section 18, township 21 south, range 26 east, Harney County; thence south to the southeast corner of section 19, township 21 south, range 26 east, Harney County; thence west to the southeast corner of section 24, township 21 south, range 25 east, Harney County; thence south to the southeast corner of section 36, township 21 south, range 25 east, Harney County; thence west to the southeast corner of section 34, township 21 south, range 25 east, Harney County; thence south to the southeast corner of section 3, township 22 south, range 25 east, Harney County; thence west to the southeast corner of section 6, township 22 south, range 25 east, Harney County; thence south to the southeast corner of section 7, township 22 south, range 25 east, Harney County; thence west to the southwest corner of section 10, township 22 south, range 24 east, Harney County; thence north to the southwest corner of section 34, township 21 south, range 24 east, Crook County; thence west to the southwest corner of the southeast quarter of section 33, township 21 south, range 24 east, Crook County; thence north to the northwest corner of the northeast quarter of section 21, township 21 south, range 24 east, Crook County; thence east to the northwest corner of section 22, township 21 south, range 24 east, Crook County; thence north to the northwest corner of section 10, township 21 south, range 24 east, Crook County; thence east to the northwest corner of section 11, township 21 south, range 24 east, Crook County; thence north to the northwest corner of section 2, township 21 south, range 24 east, Crook County; thence east to the northwest corner of section 12, township 20 south, range 24 east, Crook County; thence east to the common boundary of Crook County and Harney County, as set forth in ORS 201.070 and 201.130, in or near section 7, township 20 south, range 25 east, Harney County; thence northerly on the common boundary of Crook County and Harney County, as set forth in ORS 201.070 and 201.130, to the northwest corner of section 7, township 19 south, range 25 east, Harney County; thence east to the northwest corner of section 8, township 19 south, range 25 east, Harney County; thence north to the southwest corner of section 32, township 18 south, range 25 east, Crook County; thence west to the southwest corner of the southeast quarter of section 31, township 18 south, range 25 east, Crook County; thence north to the northwest corner of the northeast quarter of section 31, township 18 south, range 25 east, Crook County; thence east to the northwest corner of section 35, township 18 south, range 25 east, Crook County; thence north to the northwest corner of section 26, township 18 south,

range 25 east, Crook County; thence east to common boundary of Crook and Grant County, as set forth in ORS 201.070 and 201.120, in or near section 30, township 18 south, range 26 east, Grant County; thence northerly on the common boundary of Crook and Grant County, as set forth in ORS 201.070 and 201.120, to the southwest corner of section 31, township 16 south, range 26 east, Grant County; thence west to the southwest corner of section 35, township 16 south, range 25 east, Crook County; thence north to the southwest corner of section 2, township 16 south, range 25 east, Crook County; thence west to the southwest corner of section 5, township 16 south, range 25 east, Crook County; thence north to the northwest corner of section 5, township 16 south, range 25 east, Crook County; thence west to the northeast corner of section 2, township 16 south, range 24 east, Crook County; thence south to the southeast corner of section 11, township 16 south, range 24 east Crook County; thence west to the southwest corner of section 11, township 16 south, range 24 east, Crook County; thence north to the northwest corner of section 2, township 16 south, range 24 east, Crook County; thence west to the northeast corner of the northwest quarter of section 4, township 16 south, range 21 east, Crook County; thence south to the southeast corner of the northwest quarter of section 4, township 16 south, range 21 east, Crook County; thence west to the southeast corner of the northeast quarter section 5, township 16 south, range 21 east, Crook County; thence south to the southeast corner of section 8, township 16 south, range 21 east, Crook County; thence west to the southwest corner of section 8, township 16 south, range 20 east, Crook County; thence north to the southwest corner of section 5, township 16 south, range 20 east, Crook County; thence west to the southwest corner of section 5, township 16 south, range 18 east, Crook County; thence north to the northwest corner of section 5, township 16 south, range 18 east, Crook County; thence west to the southwest corner of section 34, township 15 south, range 17 east, Crook County; thence north to the northwest corner of section 27, township 15 south, range 17 east, Crook County; thence west to the southwest corner of section 20, township 15 south, range 17 east, Crook County; thence north to the northwest corner of the southwest quarter section of section 5, township 15 south, range 17 east, Crook County; thence east to line of ordinary high water of Ochoco Reservoir Crook County; thence easterly following the southerly line of ordinary high water of Ochoco Reservoir to the confluence of Ochoco Creek channel and Ochoco Reservoir at the line of ordinary high water in or near the center of section 35, township 14 south, range 17 east, Crook County; thence north to the center line of Ochoco Highway US 26 in or near section 35 township 14 south, range 17 east, Crook County; thence westerly following the center line of Ochoco Highway US 26 to NE Mill Creek Road in or near the northeast corner of section 34, township 14 south, range 17 east, Crook County; thence northerly following the center line of NE Mill Creek Road to the common section line of section 22 and section 27, township 14 south, range 17 east, Crook County; thence west to the southwest corner of section 20, township 14 south, range 17 east, Crook County; thence north to the southwest corner of section 17, township 14 south, range 17 east, Crook County; thence west to the southwest corner of section 18, township 14 south, range 17 east, Crook County; thence north to the southwest corner of section 7, township 14 south, range 17 east, Crook County; thence west to the southwest corner of section 11, township 14 south, range 16 east, Crook County; thence north to the southwest corner of section 35, township 13 south, range 16 east, Crook County; thence west to the southwest corner of section 33, township 13 south, range 16 east, Crook County; thence north to the southwest corner of section 21, township 13 south, range 16 east, Crook County; thence west to the common boundary of Crook County and Jefferson County, as set forth in ORS 201.070 and 201.160, in or near section 19, township 13 south, range 15 east, Crook County; thence northerly on the common boundary of Crook County and Jefferson County, as set forth in ORS 201.070 and 201.160, to the northwest corner of section 31, township 12 south, range 15 east, Jefferson County; thence east to the northwest corner of section 34, township 12 south, range 15 east, Jefferson County; thence north to the northwest corner of section 3, township 12 south, range 15 east, Jefferson County; thence east to the northwest corner of section 6, township 12 south, range 16 east, Jefferson County; thence north to the point of beginning.

(4) The boundary of the Maury Mountains Unit of the Central Oregon Forest Protection District is as follows: Beginning at the northwest corner of section 18, township 17 south, range 18 east, Crook County; thence east to the northeast corner of section 15, township 17 south, range 21 east, Crook

County; thence south to the northeast corner of section 27, township 17 south, range 21 east, Crook County; thence east to the northeast corner of section 25, township 17 south, range 21 east, Crook County; thence south to the southeast corner of section 36, township 17 south, range 21 east, Crook County; thence east to the northeast corner of section 1, township 18 south, range 21 east, Crook County; thence south to the southeast corner of section 13, township 18 south, range 21 east, Crook County; thence west to the southeast corner of section 18, township 18 south, range 20 east, Crook County; thence south to the southeast corner of section 30, township 18 south, range 20 east, Crook County; thence west to the southwest corner of section 29, township 18 south, range 19 east, Crook County; thence north to the southwest corner of section 20, township 18 south, range 19 east, Crook County; thence west to the southwest corner of section 19, township 18 south, range 19 east, Crook County; thence north to the southwest corner of section 18, township 18 south, range 19 east, Crook County; thence west to the southwest corner of section 16, township 18 south, range 18 east, Crook County; thence north to the southwest corner of section 4, township 18 south, range 18 east, Crook County; thence west to the southwest corner of section 5, township 18 south, range 18 east, Crook County; thence north to the northwest corner of section 5, township 18 south, range 18 east, Crook County; thence west to the southwest corner of section 31, township 17 south, range 18 east, Crook County; thence north to the point of beginning.

(5) The area within the Dalles Unit of the Central Oregon Forest Protection District is contained within the boundaries of seven parcels described in subsections (a), (b), (c), (d), (e), (f) and (g) below:

(a) Beginning at the point where the common boundary of Hood River County and Multnomah County, as set forth in ORS 201.030 and 201.260, intersect with the line of ordinary low water on the southern shore of the Columbia River in or near section 23, township 2 north, range 7 east, Hood River County; thence easterly on the line of ordinary low water on the southern shore of the Columbia River to the common line between section 12, township 2 north, range 12 east and section 7, township 2 north, range 13 east, Wasco County; thence south to the northern boundary of the Bonneville Power Administration's Big Eddy-Troutdale powerline right of way in or near section 19, township 1 north, range 13 east, Wasco County; thence easterly on the northern boundary of the Bonneville Power Administration's Big Eddy-Troutdale powerline right of way to the common line between section 16, township 1 north, range 13 east and section 21, township 1 north, range 13 east, Wasco County; thence east to the centerline of the Northern Wasco County Public Utility District's Dufur-The Dalles powerline right of way in or near section 21, township 1 north, range 13 east, Wasco County; thence southerly on the centerline of the Northern Wasco County Public Utility District's Dufur-The Dalles powerline right of way to the common line between section 23, township 1 south, range 13 east and section 26, township 1 south, range 13 east, Wasco County; thence west to southeast corner of the southwest quarter of the southeast quarter of section 23, township 1 south, range 13 east, Wasco County; thence south to the northeast corner of the southwest quarter of the northeast quarter of section 35, township 1 south, range 13 east; Wasco County; thence east to the northeast corner of the southeast quarter of the northeast quarter of section 35, township 1 north, range 13 east, Wasco County; thence south to the centerline of U.S. Highway 197 in or near section 35, township 1 south, range 13 east; Wasco County; thence southerly on the centerline of U.S. Highway 197 to the centerline of Dufur Gap County Road, in section 11, township 2 south, range 13 east Wasco County; thence southerly on the centerline of Dufur Gap County Road to the centerline of U.S. Highway 197, in section 11, township 3 south, range 13 east, Wasco County; thence southerly on the centerline of U.S. Highway 197 to the center of the main channel of White River, in section 11, township 4 south, range 13 east, Wasco County; thence westerly on the center of the main channel of White River to the common line between section 25, township 4 south, range 12 east and section 30, township 4 south, range 13 east, Wasco County; thence south to the southeast corner of section 36, township 4 south, range 12 east, Wasco County; thence west to the southeast corner of section 34, township 4 south, range 12 east, Wasco County; thence south to the McQuinn Line and the northern boundary of the Warm Springs Indian Reservation in or near section 10, township 6 south, range 12 east, Wasco County; thence westerly on the McQuinn Line and the northern boundary of the Warm Springs Indian

Reservation to the common boundary of Clackamas County and Wasco County, as set forth in ORS 201.030 and 201.330, in or near section 7, township 5 south, range 9 east, Wasco County; thence northerly on the common boundary of Clackamas County and Wasco County, as set forth in ORS 201.030 and 201.330, to the boundary of Hood River County, as set forth in ORS 201.140, in or near section 5, township 4 south, range 9 east, Wasco County; thence northerly on the common boundary of Clackamas County and Hood River County, as set forth in ORS 201.030 and 201.140, to the boundary of Multnomah County, as set forth in ORS 201.260, in or near section 27, township 1 south, range 8 east, Hood River County; thence northerly on the common boundary of Hood River County and Multnomah County, as set forth in ORS 201.140 and 201.260, to the point of beginning.

(b) Beginning at the northwest corner of the northwest quarter of the southwest quarter of section 2, township 6 south, range 11 east, Wasco County; thence east to the northeast corner of the northwest quarter of the southwest quarter of section 2, township 6 south, range 11 east, Wasco County; thence south to the northeast corner of the southwest quarter of the southwest quarter of section 2, township 6 south, range 11 east, Wasco County; thence east to the northeast corner of the southeast quarter of the southwest quarter of section 2, township 6 south, range 11 east, Wasco County; thence south to the southeast corner of the northeast quarter of the northwest quarter of section 11, township 6 south, range 11 east, Wasco County; thence west to the southwest corner of the northeast quarter of the northwest quarter of section 11, township 6 south, range 11 east, Wasco County; thence north to the southwest corner of the southeast quarter of the southwest quarter of section 2, township 6 south, range 11 east, Wasco County; thence west to the southwest corner of the southeast quarter of section 3, township 6 south, range 11 east, Wasco County; thence north to the southwest corner of the northwest quarter of the southeast quarter of section 3, township 6 south, range 11 east, Wasco County; thence west to the southwest corner of the northwest quarter of the southwest quarter of section 3, township 6 south, range 11 east, Wasco County; thence north to the northeast corner of the southwest quarter of section 3, township 6 south, range 11 east, Wasco County; thence east to the northwest corner of the northeast quarter of the southwest quarter of section 3, township 6 south, range 11 east, Wasco County; thence north to the northwest corner of the northeast quarter of the northwest quarter of section 3, township 6 south, range 11 east, Wasco County; thence east to the northeast corner of the northwest quarter of section 3, township 6 south, range 11 east, Wasco County; thence south to the northeast corner of the southwest quarter of section 3, township 6 south, range 11 east, Wasco County; thence east to the point of beginning.

(c) Beginning at the northwest corner of the southeast quarter of section 9, township 6 south, range 11 east, Wasco County; thence east to the northeast corner of the northwest quarter of the southwest quarter of section 10 township 6 south, range 11 east, Wasco County; thence south to the southeast corner of lot 4 of section 10, township 6 south, range 11 east, Wasco County; thence west to the southwest corner of lot 4 of section 10, township 6 south, range 11 east, Wasco County; thence north to the southwest corner of the northwest quarter of the southwest quarter of section 10, township 6 south, range 11 east, Wasco County; thence west to the southeast corner of the northwest quarter of the southeast quarter of section 9, township 6 south, range 11 east, Wasco County; thence south to the southeast corner of lot 2 of section 9, township 6 south, range 11 east, Wasco County; thence west to the southwest corner of lot 2 of section 9, township 6 south, range 11 east, Wasco County; thence north to the point of beginning.

(d) Beginning at the northwest corner of the northeast quarter of the southwest quarter of section 11, township 6 south, range 11 east, Wasco County; thence east to the northeast corner of the northeast quarter of the southwest quarter of section 11, township 6 south, range 11 east, Wasco County; thence south to the southwest corner of the northeast quarter of the southwest quarter of section 11, township 6 south, range 11 east, Wasco County; thence west to the southwest corner of the northeast quarter of the southwest quarter of section 11, township 6 south, range 11 east, Wasco County; thence north to the point of beginning.

(e) Beginning at the northwest corner of the northeast quarter of the southeast quarter of section 6, township 6 south, range 12 east, Wasco County; thence east to the McQuinn Line and the northern boundary of the Warm Springs Indian Reservation in section 6, township 6 south, range 12 east, Wasco County; thence easterly on the McQuinn Line and the northern boundary of the Warm Springs Indian Reservation to the common line between section 4, township 6 south, range 12 east and section 9, township 6 south, range 12 east, Wasco County; thence west to the southwest corner of the southeast quarter of the southeast quarter of section 6, township 6 south, range 12 east, Wasco County; thence north to the point of beginning.

(f) Beginning at the southwest corner of section 29, township 5 south, range 11 east, Wasco County; thence north to the McQuinn Line and the northern boundary of the Warm Springs Indian Reservation in section 29, township 5 south, range 11 east, Wasco County; thence easterly on the McQuinn Line and the northern boundary of the Warm Springs Indian Reservation to the common line between the southwest quarter of the southwest quarter and the southeast quarter of the southwest quarter of section 29, township 5 south, range 11 east, Wasco County; thence south to the southeast corner of the southwest quarter of the southwest quarter of section 29, township 5 south, range 11 east; Wasco County; thence west to the point of beginning.

(g) Beginning at the southwest corner of the southeast quarter of the southwest quarter of section 35, township 5 south, range 11 east, Wasco County; thence north to the McQuinn Line and the northern boundary of the Warm Springs Indian Reservation in section 35, township 5 south, range 11 east, Wasco County; thence easterly on the McQuinn Line and northern boundary of the Warm Springs Indian Reservation to the common line between section 35, township 5 south, range 11 east and section 36, township 5 south, range 11 east, Wasco County; thence south to the southeast corner of section 35, township 5 south, range 11 east, Wasco County; thence west to the point of beginning.

Statutory/Other Authority: ORS 477.225, ORS 526.041(1)

Statutes/Other Implemented: ORS 477.225

Chapter 629

Department of Forestry

629-041-0550

Northeast Oregon Forest Protection District Boundary

The boundary of the Northeast Oregon Forest Protection District is as follows: Beginning at the point where the common line of township 36 east and township 37 east intersect with the northern boundary of the state of Oregon, as set forth in ORS 201.005, in or near section 18, township 6 north south, range 37 east, Umatilla County; thence easterly on the northern boundary of the state of Oregon, as set forth in ORS 201.005, to the eastern boundary of the state of Oregon, as set forth in ORS 201.005, in or near section 14, township 6 north, range 47 east; Wallowa County; thence southerly on the eastern boundary of the state of Oregon, as set forth in ORS 201.005, to the common line of section 19 and section 30, township 5 south, range 49 east, Wallowa County; thence west to the southeast corner of section 23, township 5 south, range 48 east, Wallowa County; thence south to the southeast corner of section 26, township 5 south, range 48 east, Wallowa County; thence west to the southeast corner of section 28, township 5 south, range 48 east, Wallowa County; thence south to the northeast corner of section 4, township 6 south, range 48 east, Baker County; thence east to the northeast corner of section 3, township 6 south, range 48 east, Baker County; thence south to the southeast corner of section 3, township 6 south, range 48 east, Baker County; thence west to the southeast corner of section 4, township 6 south, range 48 east, Baker County; thence south to the southeast corner of section 9, township 6 south, range 48 east, Baker County; thence west to the southeast corner of section 8, township 6 south, range 48 east, Baker County; thence south to the southeast corner of section 17, township 6 south, range 48 west, Baker County; thence west to the southeast corner of section 18, township 6 south, range 48 west, Baker County; thence south to the southeast corner of section 30, township 7 south, range 48 west, Baker County; thence west to the southwest corner of the southeast quarter of section 30, township 7 south, range 46 east, Baker County; thence north to the southwest corner of the northeast quarter of section 30, township 7 south, range 46 east, Baker County; thence west to the southeast corner of the northeast quarter of section 26, township 7 south, range 45 east, Baker County; thence south to the northeast corner of section 2, township 8 south, range 45 east, Baker County; thence east to the northeast corner of section 1, township 8 south, range 45 east, Baker County; thence south to the northeast corner of section 12, township 8 south, range 45 east, Baker County; thence east to the northeast corner of section 7, township 8 south, range 46 east, Baker County; thence south to the southeast corner of section 30, township 8 south, range 46 east, Baker County; thence west to the southwest corner of section 28, township 8 south, range 45 east, Baker County; thence north to the southwest corner of section 21, township 8 south, range 45 east, Baker County; thence west to the southwest corner of section 19, township 8 south, range 45 east, Baker County; thence north to the southwest corner of section 18, township 8 south, range 45 east, Baker County; thence west to the southwest corner of section 17, township 8 south, range 44 east, Baker County; thence north to the southwest corner of section 8, township 8 south, range 44 east, Baker County; thence west to the southwest corner of section 9, township 8 south, range 43 east, Baker County; thence north to the southwest corner of the northwest quarter of section 33, township 7 south, range 43 east, Baker County; thence west to the southwest corner of the northwest quarter of section 32, township 7 south, range 43 east, Baker County; thence north to the southwest corner of the northwest quarter of section 29, township 7 south, range 43 east, Baker County; thence west to the southwest corner of the northwest quarter of section 28, township 7 south, range 42 east, Baker County; thence north to the southwest corner of the northwest quarter of section 21, township 7 south, range 42 east, Baker County; thence west to the southwest corner of the northwest quarter of section 20, township 7 south, range 42 east, Baker County; thence north to the southwest corner of section 5, township 7 south, range 42 east, Baker County; thence west to the southwest corner of the southeast quarter of section 6, township 7 south, range 42 east, Baker County; thence north to the southwest corner of the southeast quarter of section 31, township 6 south, range 42 east, Baker County; thence

west to the southwest corner of section 31, township 6 south, range 42 east, Union County; thence north to the southwest corner of section 30, township 6 south, range 42 east, Union County; thence west to the southwest corner of section 25, township 6 south, range 41 east, Union County; thence north to the southwest corner of section 24, township 6 south, range 41 east, Union County; thence west to the southwest corner of section 23, township 6 south, range 41 east, Union County; thence north to the southwest corner of section 14, township 6 south, range 41 east, Union County; thence west to the southwest corner of the southeast quarter of section 14, township 6 south, range 40 east, Union County; thence north to the northwest corner of the northeast quarter of section 2, township 6 south, range 40 east, Union County; thence west to the southwest corner of section 35, township 5 south, range 40 east, Union County; thence north to the southwest corner of section 23, township 5 south, range 40 east, Union County; thence west to the southwest corner of the southeast quarter of section 22, township 5 south, range 40 east, Union County; thence north to the southwest corner of the southeast quarter of section 15, township 5 south, range 40 east, Union County; thence west to the southwest corner of section 15, township 5 south, range 40 east, Union County; thence north to the northwest corner of section 3, township 5 south, range 40 east, Union County; thence east to the northwest corner of the northeast quarter of section 2, township 5 south, range 40 east, Union County; thence north to the centerline of High Valley Road, a county road, in or near the southwest quarter of the southeast quarter of section 14, township 4 south, range 40 east, Union County; thence northerly on the centerline of High Valley Road, a county road, to the common line of the north half and the south half of the northeast quarter of the southeast quarter of section 21, township 3 south, range 40 east, Union County; thence east to the centerline of Mill Creek Road, a county road, in or near the northwest quarter of the southeast quarter of section 22, township 3 south, range 40 east, Union County; thence southeasterly on the centerline of Mill Creek Road, a county road, to the centerline of Hidden Valley Lane, a county road, in or near the southeast quarter of the southeast quarter of section 22, township 3 south, range 40 east, Union County; thence easterly on the centerline of Hidden Valley Lane, a county road, to the point directly south of the most southern centerline of Wade Road, a county road, in or near the southwest quarter of the southwest quarter of section 23, township 3 south, range 40 east, Union County; thence north to the most southern centerline of Wade Road, a county road, in or near the northwest quarter of the northwest quarter of section 23, township 3 south, range 40 east, Union County; thence northerly and westerly on the centerline of Wade Road, a county road, to the centerline of Haefer Lane, a county road, in or near the southwest quarter of the southwest quarter of section 14, township 3 south, range 40 east, Union County; thence northerly and easterly on the centerline of Haefer Lane, a county road, to the centerline of Stackland Road, a county road, in or near the southwest quarter of the southwest quarter of section 14, township 3 south, range 40 east, Union County; thence northerly on the centerline of Stackland Road, a county road, to the centerline of Lantz Lane, a county road, in or near the southwest quarter of the southwest quarter of section 11, township 3 south, range 40 east, Union County; thence westerly on the centerline of Lantz Lane, a county road to the centerline of Lower Cove Road, a county road, in or near the southwest quarter of the southwest quarter of section 10, township 3 south, range 40 east, Union County; thence northerly on the centerline of Lower Cove Road, a county road, to the centerline of Greys Corner Road, a county road, in or near the northwest quarter of the northeast quarter of section 13, township 2 south, range 39 east, Union County; thence northerly on the centerline of Greys Corner Road, a county road, to the centerline of Rhinehart Lane, a county road, in or near the northeast quarter of the northwest quarter of section 10, township 1 south, range 39 east, Union County; thence northeasterly on the centerline of Rhinehart Lane, a county road, to the common line of township 1 north and township 1 south, in or near the northeast quarter of the northeast quarter of section 2, township 1 south, range 39 east, Union County; thence east to the northwest corner of section 6, township 1 south, range 40 east, Union County; thence north to the northwest corner of section 30, township 1 north, range 40 east, Union County; thence east to the northwest corner of section 27, township 1 north, range 40 east, Union County; thence north to the northwest corner of section 22, township 1 north, range 40 east, Union County; thence east to the northwest corner of section 23, township 1 north, range 40 east, Union County; thence north to the centerline of Oregon Highway 82, in or near the southwest quarter of the southwest quarter of section 2, township 1 north, range 40 east, Union County; thence westerly on the

centerline of Oregon Highway 82 to the centerline of Good Road, a county road, in or near the southwest quarter of the southeast quarter of section 5, township 1 north, range 40 east, Union County; thence northerly on the centerline of Good Road, a county road, to the centerline of Parsons Lane, a county road, in or near the southwest quarter of the southeast quarter of section 32, township 2 north, range 40 east, Union County; thence westerly on the centerline of Parsons Road, a county road, to the common line of township 1 north and township 2 north, in or near the southeast quarter of the southeast quarter of section 36, township 2 north, range 39 east, Union County; thence west to the southeast corner of section 33, township 2 north, range 39 east, Union County; thence south to the southeast corner of the northeast quarter of section 16, township 1 north, range 39 east, Union County; thence west to the southeast corner of the southwest quarter of the northeast quarter of section 16, township 1 north, range 39 east, Union County; thence south to the northeast corner of the northwest quarter of the northeast quarter of section 21, township 1 north, range 39 east, Union County; thence east to the northeast corner of section 21, township 1 north, range 39 east, Union County; thence south to the northeast corner of section 28, township 1 north, range 39 east, Union County; thence east to the northeast corner of section 27, township 1 north, range 39 east, Union County; thence south to the southeast corner of section 34, township 1 north, range 39 east, Union County; thence west to the centerline of Hunter Road, a county road, in or near the northeast quarter of the northeast quarter of section 4, township 1 north, range 38 east, Union County; thence southerly on the centerline of Hunter Road, a county road, to the centerline of Monroe Lane, a county road, in or near the northeast quarter of the northwest quarter of the northwest quarter of section 3, township 2 south, range 38 east, Union County; thence westerly on the centerline of Monroe Lane, a county road, to the centerline of Orchard Road, a county road, in or near the northeast quarter of the northeast quarter of section 4, township 2 south, range 38 east, Union County; thence southerly on the centerline of Orchard Road, a county road, to the centerline of Standley Road, a county road, in or near the northwest quarter of the northeast quarter of section 9, township 2 south, range 38 east, Union County; thence westerly on the centerline of Standley Road, a county road, to the centerline of Mount Glen Road, a county road, in or near the northeast quarter of the northwest quarter of section 9, township 2 south, range 38 east, Union County; thence southerly on the centerline of Mount Glen Road, a county road, to the common line of section 21 and section 28, township 2 south, range 39 east, in or near the northeast quarter of the northwest quarter of section 28, township 2 south, range 39 east, Union County; thence west to the southeast corner of section 24, township 2 south, range 37 east, Union County; thence south to the centerline of U.S. Highway 30, in or near the southeast quarter of the southeast quarter of section 36, township 2 north, range 37 east, Union County; thence southerly on the centerline of U.S. Highway 30 to the common line of the east half and the west half of section 6, township 3 south, range 38 east, in or near the northeast quarter of the southwest quarter of section 6, township 3 south, range 38 east, Union County; thence south to the northeast corner of the northwest quarter of section 18, township 3 south, range 38 east, Union County; thence east to the centerline of Twelfth Street, a city street, in or near the northeast quarter of the northwest quarter of section 17, township 3 south, range 38 east, Union County; thence southerly on the centerline of Twelfth Street, a city street, to the common line of the north half and the south half of the southeast quarter, in or near the southwest quarter of the southeast quarter, of section 17, township 3 south, range 38 east, Union County; thence east to the centerline of Foothill Road, a county road, in or near the southeast quarter of the southwest quarter of section 16, township 3 south, range 38 east, Union County; thence southerly on the centerline of Foothill Road, a county road, to the centerline of the eastbound lanes of Interstate 84, in or near the southwest quarter of the northeast quarter of section 2, township 4 south, range 38 east, Union County; thence southerly on the centerline of the eastbound lanes of Interstate 84 to the common line of section 2 and section 11, township 4 south, range 38 east, in or near the northeast quarter of the northeast quarter of section 11, township 4 south, range 38 east, Union County; thence east to the northeast corner of the northwest quarter of section 8, township 4 south, range 39 east, Union County; thence south to the northeast corner of the southwest quarter of section 17, township 4 south, range 39 east, Union County; thence east to the northeast corner of the southeast quarter of section 16, township 4 south, range 39 east, Union County; thence south to the northeast corner of section 21, township 4 south, range 39 east, Union County; thence east to the northeast corner of section 22, township 4

south, range 39 east, Union County; thence south to the northeast corner of section 27, township 4 south, range 39 east, Union County; thence east to the northeast corner of section 26, township 4 south, range 39 east, Union County; thence south to the southeast corner of the northeast quarter of section 2, township 5 south, range 39 east, Union County; thence west to the southeast corner of the northeast quarter of section 1, township 5 south, range 38 east, Union County; thence south to the northeast corner of section 13, township 5 south, range 38 east, Union County; thence east to the northeast corner of section 18, township 5 south, range 39 east, Union County; thence south to the southeast corner of section 19, township 5 south, range 39 east, Union County; thence west to the southeast corner of section 24, township 5 south, range 38 east, Union County; thence south to the southeast corner of the northeast quarter of section 36, township 5 south, range 38 east, Union County; thence west to the southeast corner of the of the northeast quarter of section 35, township 5 south, range 38 east, Union County; thence south to the southeast corner of section 11, township 6 south, range 38 east, Union County; thence west to the southeast corner of section 10, township 6 south, range 38 east, Union County; thence south to the southeast corner of section 15, township 6 south, range 38 east, Union County; thence west to the southeast corner of section 16, township 6 south, range 38 east, Union County; thence south to the centerline of Foothill Road, a county road, in or near the northeast quarter of the northeast quarter of section 4, township 7 south, range 38 east, Baker County; thence southerly on the centerline of Foothill Road, a county road, to the common line of section 22 and section 23, township 7 south, range 38 east, in or near the northeast quarter of the southeast quarter of section 22, township 7 south, range 38 east, Baker County; thence south to the common line of township 7 south and township 8 south, in or near the northeast quarter of the northeast quarter of section 3, township 8 south, range 38 east, Baker County; thence east to the northeast corner of section 1, township 8 south, range 38 east, Baker County; thence south to the northeast corner of the southeast quarter of section 25, township 8 south, range 38 east, Baker County; thence east to the northeast corner of the southeast quarter of section 30, township 8 south, range 39 east, Baker County; thence south to the northeast corner of section 6, township 9 south, range 39 east, Baker County; thence east to the northeast corner of the northwest quarter of section 5, township 9 south, range 39 east, Baker County; thence south to the northeast corner of the southeast quarter of the northwest quarter of section 5, township 9 south, range 39 east, Baker County; thence east to the northeast corner of the southeast quarter of the northwest quarter of section 3, township 9 south, range 39 east, Baker County; thence south to the northeast corner of the northwest quarter of section 15, township 9 south, range 39 east, Baker County; thence east to the northeast corner of section 14, township 9 south, range 39 east, Baker County; thence south to the northeast corner of the southeast quarter of section 23, township 9 south, range 39 east, Baker County; thence east to the northeast corner of the southeast quarter of section 24, township 9 south, range 39 east, Baker County; thence south to the northeast corner of section 36, township 10 south, range 39 east, Baker County; thence east to the northwest corner of section 35, township 10 south, range 40 east, Baker County; thence north to the northwest corner of section 26, township 10 south, range 40 east, Baker County; thence east to the northeast corner of section 28, township 10 south, range 41 east, Baker County; thence south to the northeast corner of the southeast quarter of the northeast quarter of section 33, township 10 south, range 41 east, Baker County; thence east to the northeast corner of the southeast quarter of the northwest quarter of section 31, township 10 south, range 42 east, Baker County; thence south to the northeast corner of the northwest quarter of section 6, township 11 south, range 42 east, Baker County; thence east to the centerline of the eastbound lanes of Interstate 84, in or near the northeast quarter of the northeast quarter of section 3, township 11 south, range 42 east, Baker County; thence southeasterly on the centerline of the eastbound lanes of Interstate 84 to the common line of township 11 south, range 42 east and township 11 south, range 43 east, in or near the northeast quarter of the northeast quarter of section 12, township 11 south, range 42 east, Baker County; thence south to the common boundary of Baker County and Malheur County, as set forth in ORS 201.010 and 201.230, in or near the southeast quarter of the southeast quarter of section 25, township 13 south, range 42 east, Baker County; thence westerly, northerly and southerly on the common boundary of Baker County and Malheur County, as set forth in ORS 201.010 and 201.230, to the northeast corner of the southeast quarter of the southeast quarter of section 25, township 14 south, range 37 east, Baker County; thence

east to the northeast corner of the southwest quarter of the southwest quarter of section 30, township 14 south, range 38 east, Malheur County; thence south to the northeast corner of the northwest quarter of the northwest quarter of section 31, township 14 south, range 38 east, Malheur County; thence east to the northeast corner of section 31, township 14 south, range 38 east, Malheur County; thence south to the northeast corner of the southeast quarter of section 31, township 14 south, range 38 east, Malheur County; thence east to the northeast corner of the northwest quarter of the southwest quarter of section 32, township 14 south, range 38 east, Malheur County; thence south to the northeast corner of the northwest quarter of the northwest quarter of section 5, township 15 south, range 38 east, Malheur County; thence east to the northeast corner of section 5, township 15 south, range 38 east, Malheur County; thence south to the southeast corner of section 20, township 15 south, range 38 east, Malheur County; thence west to the southeast corner of section 19, township 15 south, range 38 east, Malheur County; thence south to the southeast corner of section 30, township 15 south, range 38 east, Malheur County; thence west to the southeast corner of section 27, township 15 south, range 37 east, Malheur County; thence south to the southeast corner of section 34, township 15 south, range 37 east, Malheur County; thence west to the boundary of the John Day-Ochoco Unit of the Central Oregon Forest Protection District, as set forth in OAR 629-041-0515(3), in or near the southwest quarter of the southwest quarter of section 31, township 15 south, range 37 east, Malheur County; thence northerly on the boundary of the John Day-Ochoco Unit of the Central Oregon Forest Protection District, as set forth in OAR 629-041-0515(3), to the center of the main channel of the North Fork John Day River in section 7, township 7 south, range 29 east, Grant County; thence North to the southwest corner of the southeast section 31, township 6 south, range 29 east, Morrow County; thence west to the southwest corner of section 31, township 6 south, range 25 east, Morrow County; thence north to the northwest corner of section 6, township 6 south, range 25 east, Morrow County; thence east to the southwest corner of section 31, township 5 south, range 25 east, Morrow County; thence north to the northwest corner of section 30, township 5 south, range 25 east, Morrow County; thence east to the northwest corner of section 29, township 5 south, range 25 east, Morrow County; thence north to the northwest corner of section 20, township 5 south, range 25 east, Morrow County; thence east to the northwest corner of section 22, township 5 south, range 25 east, Morrow County; thence north to the northwest corner of the southwest quarter of section 10, township 5 south, range 25 east, Morrow County; thence east to the northeast corner of the southwest quarter of section 11, township 5 south, range 25 east, Morrow County; thence south to the northeast corner of the northwest quarter of section 14, township 5 south, range 25 east, Morrow County; thence east to the northwest corner of the northeast quarter of section 16, township 5 south, range 26 east, Morrow County; thence north to the northwest corner of the northeast quarter of section 4, township 5 south, range 26 east, Morrow County; thence east to the northwest corner of section 6, township 5 south, range 27 east, Morrow County; thence north to the northwest corner of section 31, township 4 south, range 27 east, Morrow County; thence east to the northwest corner of section 32, township 4 south, range 27 east, Morrow County; thence north to the northwest corner of section 29, township 4 south, range 27 east, Morrow County; thence east to the northwest corner of section 27, township 4 south, range 27 east, Morrow County; thence north to the northwest corner of section 15, township 4 south, range 27 east, Morrow County; thence east to the northwest corner of section 14, township 4 south, range 27 east, Morrow County; thence north to the northwest corner of section 11, township 4 south, range 27 east, Morrow County; thence east to the northwest corner of section 12, township 4 south, range 27 east, Morrow County; thence north to the northwest corner of the southwest quarter of section 1, township 4 south, range 27 east, Morrow County; thence east to the northwest corner of the southwest quarter of section 6, township 4 south, range 28 east, Morrow County; thence north to the northwest corner of section 6, township 4 south, range 28 east, Morrow County; thence east to the northwest corner of section 5, township 4 south, range 28 east, Morrow County; thence north to the northwest corner of section 32, township 3 south, range 28 east, Morrow County; thence east to the northwest corner of section 31, township 3 south, range 30 east, Umatilla County; thence north to the northwest corner of section 6, township 3 south, range 30 east, Umatilla County; ; thence east to the southwest corner of section 33, township 2 south, range 32 east, Umatilla County; thence north to the northwest corner of section 28, township 2 south, range 32 east, Umatilla County; thence east to the northeast corner of section 25, township 2 south,

AGENDA ITEM 7
Attachment 2
Page 6 of 7

range 35 east, Umatilla County; thence west to the southwest corner of the northeast quarter of section 14, township 3 north, range 35 east, Umatilla County; thence north to the southwest corner of the southeast quarter of section 11, township 3 north, range 35 east, Umatilla County; thence west to the southwest corner of section 11, township 3 north, range 35 east, Umatilla County; thence north to the northwest corner of section 26, township 4 north, range 35 east, Umatilla County; thence east to the northwest corner of section 25, township 4 north, range 35 east, Umatilla County; thence north to the northwest corner of section 24, township 4 north, range 35 east, Umatilla County; thence east to the northwest corner of section 19, township 4 north, range 36 east, Umatilla County; thence north to the northwest corner of section 18, township 4 north, range 36 east, Umatilla County; thence east to the northwest corner of section 15, township 4 north, range 36 east, Umatilla County; thence north to the northwest corner of section 3, township 4 north, range 36 east, Umatilla County; thence east to the southwest corner of section 31, township 5 north, range 37 east, Umatilla County; thence north to the point of beginning.

Statutory/Other Authority: ORS 477.225

Statutes/Other Implemented: ORS 477.225

OFFICE OF THE SECRETARY OF STATE

TOBIAS READ
SECRETARY OF STATE

MICHAEL KAPLAN
DEPUTY SECRETARY OF STATE



ARCHIVES DIVISION

STEPHANIE CLARK
DIRECTOR

800 SUMMER STREET NE
SALEM, OR 97310
503-373-0701

NOTICE OF PROPOSED RULEMAKING
INCLUDING STATEMENT OF NEED & FISCAL IMPACT

CHAPTER 629
DEPARTMENT OF FORESTRY

FILED

03/25/2025 10:49 AM
ARCHIVES DIVISION
SECRETARY OF STATE

FILING CAPTION: Adjustments to the boundary between the Central Oregon District and the Northeast Oregon District.

LAST DAY AND TIME TO OFFER COMMENT TO AGENCY: 04/30/2025 5:00 PM

The Agency requests public comment on whether other options should be considered for achieving the rule's substantive goals while reducing negative economic impact of the rule on business.

CONTACT: Ryan Miller
541-620-0341
ryan.miller@odf.oregon.gov

2600 State Street
Salem, OR 97310

Filed By:
Ryan Miller
Rules Coordinator

HEARING(S)

Auxiliary aids for persons with disabilities are available upon advance request. Notify the contact listed above.

DATE: 04/17/2025

TIME: 1:00 PM

OFFICER: Ryan Miller

REMOTE HEARING DETAILS

MEETING URL: [Click here to join the meeting](#)

PHONE NUMBER: 1-669-444-9171

CONFERENCE ID: 92781514029

DATE: 04/18/2025

TIME: 5:00 PM

OFFICER: Ryan Miller

REMOTE HEARING DETAILS

MEETING URL: [Click here to join the meeting](#)

PHONE NUMBER: 1-346-248-7799

CONFERENCE ID: 94078616230

NEED FOR THE RULE(S)

Establishes the Central Oregon Forest Protection District Boundary to exclude the approximately 122,321.93 acres in Morrow County, Oregon through a transfer to the Northeast Oregon Forest Protection District.

DOCUMENTS RELIED UPON, AND WHERE THEY ARE AVAILABLE

None

STATEMENT IDENTIFYING HOW ADOPTION OF RULE(S) WILL AFFECT RACIAL EQUITY IN THIS STATE

There is no current data on how this rule would impact racial equity. The amendment of these rules would change the boundary shared by Northeast Oregon Forest Protection District and Central Oregon Forest Protection District to transfer acres already under Department of Forestry protection in Morrow County. There are no known adverse consequences regarding racial equity.

FISCAL AND ECONOMIC IMPACT:

Adoption of proposed rulemaking will not change the per acre assessment rates within the Central Oregon Forest Protection District per the fiscal year 2025 budget. Lands added to the Northeast Oregon Forest Protection District in Morrow County would see a decrease in rates from current fiscal year 2025 Central Oregon Forest Protection District Rates. No changes will be made to forestland classification in Morrow County.

COST OF COMPLIANCE:

(1) Identify any state agencies, units of local government, and members of the public likely to be economically affected by the rule(s). (2) Effect on Small Businesses: (a) Estimate the number and type of small businesses subject to the rule(s); (b) Describe the expected reporting, recordkeeping and administrative activities and cost required to comply with the rule(s); (c) Estimate the cost of professional services, equipment supplies, labor and increased administration required to comply with the rule(s).

Amendment of the rule is anticipated to have a positive economic effect to state agencies, local governments, members of the public, and small businesses which own forestland in Morrow County currently within the Central Oregon Forest Protection District due decreased per acre assessment rates and closer proximity the Northeast Oregon Forest Protection District. This rule does not impose reporting or record keeping requirements. There is no anticipation of any additional cost of professional services, equipment supplies, labor and decreased administration required to comply with the rule.

DESCRIBE HOW SMALL BUSINESSES WERE INVOLVED IN THE DEVELOPMENT OF THESE RULE(S):

Small businesses were involved in the amendment of this rule through their representation and participation on the Central Oregon Forest Protection District budget committee and the Eastern Oregon Forest Protection Association

WAS AN ADMINISTRATIVE RULE ADVISORY COMMITTEE CONSULTED? NO IF NOT, WHY NOT?

An administrative rule advisory committee was not consulted in this process. Proposed changes to the rules were presented to district budget committees and the Eastern Oregon Forest Protection Association for comment. These entities represent those parties that would be affected by the proposed rulemaking.

RULES PROPOSED:

629-041-0515, 629-041-0550

AMEND: 629-041-0515

RULE SUMMARY: Amendment of 629-041-0515 to remove current acreage in Morrow County from the Central Oregon District boundary through a transfer of those acres to Northeast Forest Protection District.

CHANGES TO RULE:

629-041-0515

Central Oregon Forest Protection District Boundary ¶¶

The area within the Central Oregon Forest Protection District is contained within the boundaries of five units described in subsections (1), (2), (3), (4), and (5) of this rule. ¶¶

(1) The boundary of the Baldy Unit of the Central Oregon Forest Protection District is as follows: Beginning at the northwest corner of section 8, township 10 south, range 23 east, Wheeler County; thence east to the northwest corner of section 10, township 10 south, range 23 east, Wheeler County; thence north to the northwest corner of the southwest quarter of section 27, township 9 south, range 23 east, Wheeler County; thence east to the northwest corner of the southwest quarter of section 26, township 9 south, range 23 east, Wheeler County; thence north to the northwest corner of section 26, township 9 south, range 23 east, Wheeler County; thence east to the northeast corner of section 25, township 9 south, range 23 east, Wheeler County; thence south to the northeast corner of section 1, township 10 south, range 23 east, Wheeler County; thence east to the northwest corner of section 4, township 10 south, range 24 east, Wheeler County; thence north to the northwest corner of section 33, township 9 south, range 24 east, Wheeler County; thence east to the northeast corner of section 34, township 9 south, range 24 east, Wheeler County; thence south to the northeast corner of section 3, township 10 south, range 24 east, Wheeler County; thence east to the northeast corner of section 3, township 10 south, range 25 east, Wheeler County; thence south to the northeast corner of section 27, township 10 south, range 25 east, Wheeler County; thence east to the northeast corner of section 26, township 10 south, range 25 east, Wheeler County; thence south to the southeast corner of section 23, township 11 south, range 25 east, Wheeler County; thence west to the southeast corner of section 22, township 11 south, range 25 east, Wheeler County; thence south to the southeast corner of section 27, township 11 south, range 25 east, Wheeler County; thence west to the southwest corner of section 29, township 11 south, range 25 east, Wheeler County; thence north to the southwest corner of section 20, township 11 south, range 25 east, Wheeler County; thence west to the southwest corner of section 23, township 11 south, range 24 east, Wheeler County; thence north to the southwest corner of section 14, township 11 south, range 24 east, Wheeler County; thence west to the southwest corner of section 15, township 11 south, range 24 east, Wheeler County; thence north to the southwest corner of section 34, township 10 south, range 24 east, Wheeler County; thence west to the southeast corner of section 31, township 10 south, range 24 east, Wheeler County; thence south to the southeast corner of section 6, township 11 south, range 24 east, Wheeler County; thence west to the southeast corner of the southwest quarter of section 6, township 11 south, range 24 east, Wheeler County; thence south to the southeast corner of the southwest quarter of section 7, township 11 south, range 24 east, Wheeler County; thence west to the southeast corner of section 12, township 11 south, range 23 east, Wheeler County; thence south to the southeast corner of section 13, township 11 south, range 23 east, Wheeler County; thence west to the southeast corner of the southwest quarter of section 13, township 11 south, range 23 east, Wheeler County; thence south to the southeast corner of the northwest quarter of section 24, township 11 south, range 23 east, Wheeler County; thence west to the southeast corner of the northeast quarter of section 23, township 11 south, range 23 east, Wheeler County; thence south to the southeast corner of section 23, township 11 south, range 23 east, Wheeler County; thence west to the southeast corner of section 22, township 11 south, range 23 east, Wheeler County; thence south to the southeast corner of section 34, township 11 south, range 23 east, Wheeler County; thence west to the southwest corner of section 36, township 11 south, range 22 east, Wheeler County; thence north to the southwest corner of section 24, township 11 south, range 22 east, Wheeler County; thence west to the southwest corner of section 23, township 11 south, range 22 east, Wheeler County; thence north to the northwest corner of the southwest quarter of the southwest quarter of section 11, township 11 south, range 22 east, Wheeler County; thence east to the northwest corner of the southwest quarter of the southwest quarter of section 12, township 11 south, range 22 east, Wheeler County; thence north to the northwest corner of section 1, township 11 south, range 22 east, Wheeler County; thence east to the northwest corner of section 6, township 11 south, range 23 east, Wheeler County; thence north to the northwest corner of section 31, township 10 south, range 23 east, Wheeler County; thence east to the northwest corner of section 32, township 10 south, range 23 east, Wheeler County; thence north to the point of beginning.¶

(2) The boundary of the Deschutes Unit of the Central Oregon Forest Protection District is as follows: Beginning at the point where the common boundary of Jefferson County and Linn County, as set forth in ORS 201.160 and 201.220, intersect with the southern boundary of the Warm Springs Indian Reservation, in or near section 5, township 11 south, range 8 east, Jefferson County; thence southerly and easterly on the southern boundary of the Warm Springs Indian Reservation to center of the main channel of Jefferson Creek, in or near section 4, township 11 south, range 8 east, Jefferson County; thence easterly and southerly on the center of the main channel of Jefferson Creek to the center line of the Metolius River, in or near section 35, township 11 south, range 9 east, Jefferson County; thence northerly, southerly and easterly on the center of the main channel of the Metolius River to the line of ordinary high water, at an elevation of approximately 1,945 feet, of the Metolius Arm of Lake Billy Chinook in or near section 18, township 11 south, range 11 east, Jefferson County; thence easterly on the southern line of ordinary high water, at an elevation of approximately 1,945 feet, of the Metolius Arm of Lake Billy Chinook to the western line of ordinary high water, at an elevation of approximately 1,945 feet, of the Deschutes River arm of Lake Billy Chinook in section 27, township 11 south, range 12 east, Jefferson County; thence southerly on the western line of ordinary high water, at an elevation of approximately 1,945 feet, of the Deschutes River Arm of Lake Billy Chinook to the center of the main channel of the Deschutes River in or near section 29,

township 12 south, range 12 east, Jefferson County; thence southerly on the center of the main channel of Deschutes River to the center of the main channel of Whychus Creek in or near section 7, township 13 south, range 12 east, Jefferson County; thence southwesterly on the center of the main channel of Whychus Creek to the common boundary of Deschutes County and Jefferson County, as set forth in ORS 201.090 and 201.160, in or near section 34, township 13 south, range 11 east, Jefferson county; thence easterly on the common boundary of Deschutes County and Jefferson County, as set forth in ORS 201.090 and 201.160, to the centerline of United States Forest Service road 6360 in or near section 2, township 14 south, range 11 east, Deschutes County; thence southerly on the centerline of United States Forest Service road 6360 to the centerline of Holmes Road in or near section 11, township 14 south range 11 east, Deschutes County; thence southwesterly on the centerline of Holmes Road to the centerline of Edmundson Road in or near section 32, township 14 south, range 11 east, Deschutes County; thence west on the centerline of Edmundson Road to the centerline of Goodrich Road in or near section 31, township 14 south, range 11 east, Deschutes County; thence south on the centerline of Goodrich Road to the centerline of Oregon Highway 126 in or near section 6, township 15 south, range 11 east, Deschutes County; thence westerly on the centerline of Oregon highway 126 to the centerline of Cloverdale Road in or near section 12, township 15 south, range 10 east, Deschutes County; thence southerly on the centerline of Cloverdale Road to the centerline of Oregon Highway 20 in or near section 25 township 15 south, range 10 east, Deschutes County; thence southeasterly on the centerline of highway 20 to the centerline of Gist Road in or near section 25, township 15 south, range 10 east, Deschutes county; thence southerly on the centerline of Gist Road to the centerline of Plainview Road in or near section 36, township 15 south, range 10 east, Deschutes County; thence easterly on the centerline of Plainview Road to the centerline of Sisemore Road in or near section 31, township 15 south, range 11 east, Deschutes County; thence southeasterly on the centerline of Sisemore Road to the centerline of Couch Market Road in or near section 29, township 16 south, range 11 east, Deschutes County; thence easterly on the centerline of Couch Market Road to the centerline of Collins Road in or near section 28, township 16 south, range 11 east, Deschutes County; thence southerly on the centerline of Collins Road to the centerline of Tumalo Reservoir Road in or near section 33, township 16 south, range 11 east, Deschutes County; thence easterly on the centerline of Tumalo Reservoir Road to the centerline line of Tyler Road in or near section 2 township 17 south, range 11 east, Deschutes County; thence southerly and easterly on the centerline of Tyler Road to the centerline Johnson Road in or near section 11, township 17 south, range 11 east, Deschutes County; thence easterly and northeasterly on the centerline of Johnson Road to the northeast corner of section 12, township 17 south, range 11 east, Deschutes County; thence south to the centerline of NW Skyline Ranch Road in or near section 13, township 17 south, range 11 east, Deschutes County; thence South to the centerline of NW Skyline Ranch Road in or near section 13, township 17 south, range 11 east, Deschutes County; thence southwesterly on the center line of NW Skyline Ranch Road to the centerline of NW Shevlin Park Road in or near section 25, township 17 south, range 11 east, Deschutes county; thence Northwesterly on the centerline of NW Shevlin Park Road to the centerline of NW Skyline Ranch Road in or near section 25, township 17 south, range 11 east, Deschutes County; thence southwesterly on the centerline of NW Skyline Ranch Road to the common line between section 25 and section 26, township 17 south, range 11 east, Deschutes County; thence south to the centerline of Skyliner Road in or near section 35, township 17 south, range 11 east, Deschutes County; thence southerly on the centerline of NW Skyline Ranch Road to the point it becomes SW Skyline Ranch Road in or near section 12, township 18 south, range 11 east, Deschutes County; thence southerly on the centerline of SW Skyline Ranch Road to the centerline of Oregon Highway 372 in or near Section 12, township 18 south, range 11 east, Deschutes County; thence southwesterly on the centerline of Oregon highway 372 to the common line between section 13 and section 14, township 18 south, range 11 east, Deschutes County; thence south to the southeast corner of section 14, township 18 south, range 11 east, Deschutes County; thence east to the northeast corner of section 19, township 18 south, range 12 east, Deschutes County; thence southeasterly to the centerline of China Hat Road in or near the northwest corner of section 20, township 18 south, range 12 east, Deschutes County; thence southeasterly on the centerline of China Hat Road to the centerline of Knott Road in or near section 20, township 18 south, range 12 east, Deschutes County; thence easterly on the centerline of Knott Road to the centerline of Rickard Road in or near section 14, township 18 south, range 12 east, Deschutes County; thence easterly on the centerline of Rickard Road to the centerline of Arnold Market Road in or near section 23, township 18 south, range 12 east, Deschutes County; thence south and east and south and east on the centerline of Arnold Market Road to the centerline Gosney Road in or near section 29, township 18 south, range 13 east, Deschutes County; thence east to the northeast corner of section 29, township 18 south, range 13 east, Deschutes County; thence south to northwest corner of section 4, township 19 south, range 13 east, Deschutes County; thence east to the northeast corner of the northwest quarter of section 4, township 19 south, range 13 east, Deschutes County; thence south to the northeast corner of the southwest quarter of section 4, township 19 south, range 13 east, Deschutes County; thence east to the northeast corner of the southeast quarter of section 4, township 19 south, range 13 east, Deschutes County; thence south to the northeast corner of section 9, township 19 south, range 13 east, Deschutes County; thence east to the northeast corner of the northwest quarter of section 10,

northeast quarter of section 2, township 23 south, range 16 east, Lake County; thence west to the southeast corner of the northwest quarter of the northeast quarter of section 2, township 23 south, range 16 east, Lake County; south to the southeast corner of the southwest quarter of the northeast quarter of section 2, township 23 south, range 16 east, Lake County; thence west to the southeast corner of the northwest quarter of section 2, township 16 south, range 23 east, Lake County; thence south to the southeast corner of the northeast quarter of the southwest quarter of section 2, township 23 south, range 16 east, Lake County; thence west to the southeast corner of the northwest quarter of the southwest quarter of section 2, township 23 south, range 16 east, Lake County; thence south to the southeast corner of the southwest quarter of the southwest quarter of section 2, township 23 south, range 16 east, Lake County; thence west to the southeast corner of section 3, township 23 south, range 16 east, Lake County; thence south to the southeast corner of section 22, township 23 south, range 16 east, Lake County; thence west to the southeast corner of section 21, township 23 south, range 16 east, Lake County; thence south to the southeast corner of section 33, township 23 south, range 16 east, Lake County; thence west to the southwest corner of section 35, township 23 south, range 15 east, Lake County; thence north to the southwest corner of section 26, township 23 south, range 15 east, Lake County; thence west to the southeast corner of the southwest quarter of the southeast quarter of section 28, township 23 south, range 15 east, Lake County; thence south to the southeast corner of the northwest quarter of the southeast quarter of section 33, township 23 south, range 15 east, Lake County; thence west to the southeast corner of the northeast quarter of the southeast quarter of section 35, township 23 south, range 14 east, Lake County; thence south to the southeast corner of section 35, township 23 south, range 14 east, Lake County; thence west to the southeast corner of the southwest quarter of section 35, township 23 south, range 14 east, Lake County; thence south to the southeast corner of the southwest quarter of section 2, township 24 south, range 14 east, Lake County; thence west to the southeast corner of section 3, township 24 south, range 15 east, Lake County; thence south to the southeast corner of the northeast quarter of section 10, township 24 south, range 14 east, Lake County; thence west to the southeast corner of the northeast quarter of section 9, township 24 south, range 14 east, Lake County; thence south to the southeast corner of section 9, township 24 south, range 14 east, Lake County; thence west to the southeast corner of the southwest quarter of section 9, township 24 south, range 14 east, Lake County; thence south to the southeast corner of the northwest quarter of section 16, township 24 south, range 16 east, Lake County; thence west to the southeast corner of the northeast quarter of section 17, township 24 south, range 14 east, Lake County; thence south to the southeast corner of section 17, township 24 south, range 14 east, Lake County; thence west to the southeast corner of section 18, township 24 south, range 14 east, Lake County; thence south to the southeast corner of section 19, township 24 south, range 14 east, Lake County; thence west to the southeast corner of section 24, township 24 south, range 13 east, Lake County; thence south to the southeast corner of section 25, township 24 south, range 13 east, Lake County; thence west to the southeast corner of the southwest quarter of the southeast quarter of section 26, township 24 south, range 13 east, Lake County; thence south to the southeast corner of the southwest quarter of the northeast quarter of section 35, township 24 south, range 13 east, Lake County; thence west to the southeast corner of the northwest quarter of section 35, township 24 south, range 13 east, Lake County; thence south to the southeast corner of the northeast quarter of the southwest quarter of section 35, township 24 south, range 13 east, Lake County; thence west to the southeast corner of the northeast quarter of the southeast quarter of section 34, township 24 south, range 13 east, Lake County; thence south to the southeast corner of section 34, township 24 south, range 13 east, Lake County; thence west to the southeast corner of section 33, township 24 south, range 13 east, Lake County; thence south to the southeast corner of section 4, township 25 south, range 13 east, Lake County; thence west to the southeast corner of the southwest quarter of section 4, township 25 south, range 13 east, Lake County; thence south to the southeast corner of the southwest quarter of section 9, township 25 south, range 13 east, Lake County; thence west to the southwest corner of section 12, township 25 south, range 12 east, Lake County; thence north to the southwest corner of section 36, township 24 south, range 12 east, Lake County; thence west to the southwest corner of section 31, township 24 south, range 12 east, Lake County; thence northerly on the common boundary of Klamath County and Lake County, as set forth in ORS 201.180 and 201.190, to the boundary of Deschutes County, as set forth in ORS 201.090, in or near section 6, township 23 south, range 12 east, Lake County; thence westerly on the common boundary of Deschutes County and Klamath County, as set forth in ORS 201.090 and 201.180, to the boundary of Lane County, as set forth in ORS 201.200, in or near section 34, township 22 south, range 6 east, Deschutes County; thence northerly on the common boundary of Deschutes County and Lane County, as set forth in ORS 201.090 and 201.200, to the boundary of Linn County, as set forth in ORS 201.220, near McKenzie Pass, township 15 south, range 8 east, Deschutes County; thence northerly on the common boundary of Deschutes County and Linn County, as set forth in ORS 201.090 and 201.220, to the boundary of Jefferson County, as set forth in ORS 201.160, in or near section 1, township 14 south, range 7 east, Deschutes County; thence northerly on the common boundary of Jefferson County and Linn County, as set forth in ORS 201.160 and 201.220, to the point of beginning.¶

(3) The boundary of the John Day-Ochoco Unit of the Central Oregon Forest Protection District is as follows:

AGENDA ITEM 7

Attachment 3

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range 22 east, Wheeler County; thence east to the northwest corner of the southwest quarter of section 21, township 6 south, range 22 east, Wheeler County; thence north to the northwest corner of section 21, township 6 south, range 22 east, Wheeler County; thence east to the northwest corner of section 23, township 6 south, range 22 east, Wheeler County; thence north to the northwest corner of the southwest quarter of section 14, township 6 south, range 22 east, Wheeler County; thence east to the northwest corner of the southwest quarter of section 13, township 6 south, range 22 east, Wheeler County; thence north to the northwest corner of section 1, township 6 south, range 22 east, Gilliam County; thence east to the southwest corner of section 35, township 5 south, range 23 east, Gilliam County; thence north to the northwest corner of section 35, township 5 south, range 23 east, Gilliam County; thence east to the northwest corner of section 35, township 5 south, range 24 east, Gilliam County; thence north to the northwest corner of section 26, township 5 south, range 24 east, Gilliam County; thence east to the northwest corner of section 29, township 5 south, range 25 east, Morrow County; thence north to the northwest corner of section 20, township 5 south, range 25 east, common boundary of Gilliam County and Morrow County; thence east to the northwest corner of section 22, township 5 south, range 25 east, Morrow County; thence north to the northwest corner of the southwest quarter of section 10, township 5 south, range 25 east, Morrow County; thence east, as set forth in ORS 201.110 (Gilliam County) and ORS 201.250 (Morrow County), to the northeast corner of the southwest quarter of section 14, township 5 south, range 25 east, Morrow County; thence south to the northeast corner of the northwest quarter of section 14, township 5 south, range 25 east, common boundary of Gilliam County and Morrow County; thence east to the northwest corner of the northeast quarter of section 16, township 5 south, range 26 east, Morrow County; thence north to the northwest corner of the northeast quarter of section 4, township 5 south, range 26 east, Morrow County; thence east, as set forth in ORS 201.110 (Gilliam County) and ORS 201.250 (Morrow County), to the northwest corner of section 36, township 5 south, range 27 east, Morrow County; thence north to the northwest corner of section 31, township 4 south, range 27 east, Morrow County; thence west to the northwest corner of section 32, township 4 south, range 27 east, Morrow County; thence north to the northwest corner of section 29, township 4 south, range 27 east, Morrow County; thence east to the northwest corner of section 27, township 4 south, range 27 east, Morrow County; thence north common boundary of Gilliam County and Morrow County to the northwest corner of section 15, township 4 south, range 27 east, Morrow County; thence east to the northwest corner of section 14, township 4 south, range 27 east, Morrow County; thence north to the northwest corner of section 11, township 4 south, range 27 east, Morrow County; thence east to the northwest corner of section 12, township 4 south, range 27 east, Morrow County; thence north to the northwest corner of the southwest quarter of section 1, township 4 south, range 27 east, south on the common boundary of Gilliam County and Morrow County; thence east to the northwest corner of the southwest quarter of section 6, township 4 south, range 28 east, Morrow County; thence north to the northwest corner of section 6, township 4 south, range 28 east, Morrow County; thence east as set forth in ORS 201.110 (Gilliam County) and ORS 201.250 (Morrow County), to the northwest corner of section 5, township 4 south, range 28 east, Morrow County; thence north to the northwest corner of section 32, township 3 south, range 28 east, Morrow County; thence east to the northeast corner of section 36, township 3 south, range 28 east, Morrow County; thence south to the southeast corner of section 36, township 4 south, range 28 east, common boundary of Wheeler County and Morrow County; thence east to the northeast corner of section 1, township 5 south, range 28 east, Morrow County; thence south to the southeast corner of section 36, township 5 south, range 28 east, Morrow County; thence east to the northeast corner of section 6, township 6 south, range 29 east, Morrow County; thence south to Wheeler County; thence east on the common boundary of Grant County and Morrow County; as set forth in ORS 201.120 and 201.250, in or near section 31, township 6 south, range 29 east, Morrow County; thence westerly on the common boundary of Grant County and Morrow County, as set forth in and ORS 201.250 (Morrow County) and ORS 201.120 and 201.250 (Grant County), to the northwest corner of lot 4, section 6, township 7 south, range 29 east, Grant County; thence south to the center of the main channel of North Fork John Day River in section 7, township 7 south, range 29 east, Grant County; thence easterly on the center of the main channel of North Fork John Day River to the common boundary of Grant County and Umatilla County, as set forth in ORS 201.120 and 201.300, in or near section 2, township 7 east, range 31 south, Grant County; thence easterly on the common boundary of Grant County and Umatilla County, as set forth in ORS 201.120 and 201.300, to the boundary of Union County, as set forth in ORS 201.310, in or near section 5, township 7 south, range 35 east, Grant County; thence easterly on the common boundary of Grant County and Union County, as set forth in ORS 201.120 and 201.310, to the boundary of Baker County, as set forth in ORS 201.010, in section 13, township 7 south, range 36 east; thence southerly on the common boundary of Baker County and Grant County, as set forth in ORS 201.010 and 201.120, to the boundary of Malheur County, as set forth in ORS 201.230, in or near section 24, township 15 south, range 36 east, Grant County; thence southerly on the common boundary of Grant County and Malheur County, as set forth in ORS 201.120 and 201.230, to the boundary of Harney County, as set forth in ORS 201.130, in or near section 36, township 17 south, range 36 east, Grant County; thence westerly on the common boundary of Grant County and Harney County, as set forth in ORS

south, range 25 east, Harney County; thence south to the southeast corner of section 7, township 22 south, range 25 east, Harney County; thence west to the southwest corner of section 10, township 22 south, range 24 east, Harney County; thence north to the southwest corner of section 34, township 21 south, range 24 east, Crook County; thence west to the southwest corner of the southeast quarter of section 33, township 21 south, range 24 east, Crook County; thence north to the northwest corner of the northeast quarter of section 21, township 21 south, range 24 east, Crook County; thence east to the northwest corner of section 22, township 21 south, range 24 east, Crook County; thence north to the northwest corner of section 10, township 21 south, range 24 east, Crook County; thence east to the northwest corner of section 11, township 21 south, range 24 east, Crook County; thence north to the northwest corner of section 2, township 21 south, range 24 east, Crook County; thence east to the northwest corner of section 1, township 21 south, range 24 east, Crook County; thence north to the northwest corner of section 12, township 20 south, range 24 east, Crook County; thence east to the common boundary of Crook County and Harney County, as set forth in ORS 201.070 and 201.130, in or near section 7, township 20 south, range 25 east, Harney County; thence northerly on the common boundary of Crook County and Harney County, as set forth in ORS 201.070 and 201.130, to the northwest corner of section 7, township 19 south, range 25 east, Harney County; thence east to the northwest corner of section 8, township 19 south, range 25 east, Harney County; thence north to the southwest corner of section 32, township 18 south, range 25 east, Crook County; thence west to the southwest corner of the southeast quarter of section 31, township 18 south, range 25 east, Crook County; thence north to the northwest corner of the northeast quarter of section 31, township 18 south, range 25 east, Crook County; thence east to the northwest corner of section 35, township 18 south, range 25 east, Crook County; thence north to the northwest corner of section 26, township 18 south, range 25 east, Crook County; thence east to common boundary of Crook and Grant County, as set forth in ORS 201.070 and 201.120, in or near section 30, township 18 south, range 26 east, Grant County; thence northerly on the common boundary of Crook and Grant County, as set forth in ORS 201.070 and 201.120, to the southwest corner of section 31, township 16 south, range 26 east, Grant County; thence west to the southwest corner of section 35, township 16 south, range 25 east, Crook County; thence north to the southwest corner of section 2, township 16 south, range 25 east, Crook County; thence west to the southwest corner of section 5, township 16 south, range 25 east, Crook County; thence north to the northwest corner of section 5, township 16 south, range 25 east, Crook County; thence west to the northeast corner of section 2, township 16 south, range 24 east, Crook County; thence south to the southeast corner of section 11, township 16 south, range 24 east, Crook County; thence west to the southwest corner of section 11, township 16 south, range 24 east, Crook County; thence north to the northwest corner of section 2, township 16 south, range 24 east, Crook County; thence west to the northeast corner of the northwest quarter of section 4, township 16 south, range 21 east, Crook County; thence south to the southeast corner of the northwest quarter of section 4, township 16 south, range 21 east, Crook County; thence west to the southeast corner of the northeast quarter section 5, township 16 south, range 21 east, Crook County; thence south to the southeast corner of section 8, township 16 south, range 21 east, Crook County; thence west to the southwest corner of section 8, township 16 south, range 20 east, Crook County; thence north to the southwest corner of section 5, township 16 south, range 20 east, Crook County; thence west to the southwest corner of section 5, township 16 south, range 18 east, Crook County; thence north to the northwest corner of section 5, township 16 south, range 18 east, Crook County; thence west to the southwest corner of section 34, township 15 south, range 17 east, Crook County; thence north to the northwest corner of section 27, township 15 south, range 17 east, Crook County; thence west to the southwest corner of section 20, township 15 south, range 17 east, Crook County; thence north to the northwest corner of the southwest quarter section of section 5, township 15 south, range 17 east, Crook County; thence east to line of ordinary high water of Ochoco Reservoir Crook County; thence easterly following the southerly line of ordinary high water of Ochoco Reservoir to the confluence of Ochoco Creek channel and Ochoco Reservoir at the line of ordinary high water in or near the center of section 35, township 14 south, range 17 east, Crook County; thence north to the center line of Ochoco Highway US 26 in or near section 35 township 14 south, range 17 east, Crook County; thence westerly following the center line of Ochoco Highway US 26 to NE Mill Creek Road in or near the northeast corner of section 34, township 14 south, range 17 east, Crook County; thence northerly following the center line of NE Mill Creek Road to the common section line of section 22 and section 27, township 14 south, range 17 east, Crook County; thence west to the southwest corner of section 20, township 14 south, range 17 east, Crook County; thence north to the southwest corner of section 17, township 14 south, range 17 east, Crook County; thence west to the southwest corner of section 18, township 14 south, range 17 east, Crook County; thence north to the southwest corner of section 7, township 14 south, range 17 east, Crook County; thence west to the southwest corner of section 11, township 14 south, range 16 east, Crook County; thence north to the southwest corner of section 35, township 13 south, range 16 east, Crook County; thence west to the southwest corner of section 33, township 13 south, range 16 east, Crook County; thence north to the southwest corner of section 21, township 13 south, range 16 east, Crook County; thence west to the common boundary of Crook County and Jefferson County, as set forth in ORS 201.070 and 201.160, in or near section 19, township 13 south, range 15 east, Crook County; thence northerly on

the common boundary of Crook County and Jefferson County, as set forth in ORS 201.070 and 201.160, to the northwest corner of section 31, township 12 south, range 15 east, Jefferson County; thence east to the northwest corner of section 34, township 12 south, range 15 east, Jefferson County; thence north to the northwest corner of section 3, township 12 south, range 15 east, Jefferson County; thence east to the northwest corner of section 6, township 12 south, range 16 east, Jefferson County; thence north to the point of beginning. ¶

(4) The boundary of the Maury Mountains Unit of the Central Oregon Forest Protection District is as follows: Beginning at the northwest corner of section 18, township 17 south, range 18 east, Crook County; thence east to the northeast corner of section 15, township 17 south, range 21 east, Crook County; thence south to the northeast corner of section 27, township 17 south, range 21 east, Crook County; thence east to the northeast corner of section 25, township 17 south, range 21 east, Crook County; thence south to the southeast corner of section 36, township 17 south, range 21 east, Crook County; thence east to the northeast corner of section 1, township 18 south, range 21 east, Crook County; thence south to the southeast corner of section 13, township 18 south, range 21 east, Crook County; thence west to the southeast corner of section 18, township 18 south, range 20 east, Crook County; thence south to the southeast corner of section 30, township 18 south, range 20 east, Crook County; thence west to the southwest corner of section 29, township 18 south, range 19 east, Crook County; thence north to the southwest corner of section 20, township 18 south, range 19 east, Crook County; thence west to the southwest corner of section 19, township 18 south, range 19 east, Crook County; thence north to the southwest corner of section 18, township 18 south, range 19 east, Crook County; thence west to the southwest corner of section 16, township 18 south, range 18 east, Crook County; thence north to the southwest corner of section 4, township 18 south, range 18 east, Crook County; thence west to the southwest corner of section 5, township 18 south, range 18 east, Crook County; thence north to the northwest corner of section 5, township 18 south, range 18 east, Crook County; thence west to the southwest corner of section 31, township 17 south, range 18 east, Crook County; thence north to the point of beginning. ¶

(5) The area within the Dalles Unit of the Central Oregon Forest Protection District is contained within the boundaries of seven parcels described in subsections (a), (b), (c), (d), (e), (f) and (g) below: ¶

(a) Beginning at the point where the common boundary of Hood River County and Multnomah County, as set forth in ORS 201.030 and 201.260, intersect with the line of ordinary low water on the southern shore of the Columbia River in or near section 23, township 2 north, range 7 east, Hood River County; thence easterly on the line of ordinary low water on the southern shore of the Columbia River to the common line between section 12, township 2 north, range 12 east and section 7, township 2 north, range 13 east, Wasco County; thence south to the northern boundary of the Bonneville Power Administration's Big Eddy-Troutdale powerline right of way in or near section 19, township 1 north, range 13 east, Wasco County; thence easterly on the northern boundary of the Bonneville Power Administration's Big Eddy-Troutdale powerline right of way to the common line between section 16, township 1 north, range 13 east and section 21, township 1 north, range 13 east, Wasco County; thence east to the centerline of the Northern Wasco County Public Utility District's Dufur-The Dalles powerline right of way in or near section 21, township 1 north, range 13 east, Wasco County; thence southerly on the centerline of the Northern Wasco County Public Utility District's Dufur-The Dalles powerline right of way to the common line between section 23, township 1 south, range 13 east and section 26, township 1 south, range 13 east, Wasco County; thence west to southeast corner of the southwest quarter of the southeast quarter of section 23, township 1 south, range 13 east, Wasco County; thence south to the northeast corner of the southwest quarter of the northeast quarter of section 35, township 1 south, range 13 east, Wasco County; thence east to the northeast corner of the southeast quarter of the northeast quarter of section 35, township 1 north, range 13 east, Wasco County; thence south to the centerline of U.S. Highway 197 in or near section 35, township 1 south, range 13 east, Wasco County; thence southerly on the centerline of U.S. Highway 197 to the centerline of Dufur Gap County Road, in section 11, township 2 south, range 13 east Wasco County; thence southerly on the centerline of Dufur Gap County Road to the centerline of U.S. Highway 197, in section 11, township 3 south, range 13 east, Wasco County; thence southerly on the centerline of U.S. Highway 197 to the center of the main channel of White River, in section 11, township 4 south, range 13 east, Wasco County; thence westerly on the center of the main channel of White River to the common line between section 25, township 4 south, range 12 east and section 30, township 4 south, range 13 east, Wasco County; thence south to the southeast corner of section 36, township 4 south, range 12 east, Wasco County; thence west to the southeast corner of section 34, township 4 south, range 12 east, Wasco County; thence south to the McQuinn Line and the northern boundary of the Warm Springs Indian Reservation in or near section 10, township 6 south, range 12 east, Wasco County; thence westerly on the McQuinn Line and the northern boundary of the Warm Springs Indian Reservation to the common boundary of Clackamas County and Wasco County, as set forth in ORS 201.030 and 201.330, in or near section 7, township 5 south, range 9 east, Wasco County; thence northerly on the common boundary of Clackamas County and Wasco County, as set forth in ORS 201.030 and 201.330, to the boundary of Hood River County, as set forth in ORS 201.140, in or near section 5, township 4 south, range 9 east, Wasco County; thence northerly on the common boundary of Clackamas County and Hood River County, as set forth in ORS 201.030 and 201.140, to the

boundary of Multnomah County, as set forth in ORS 201.260, in or near section 27, township 1 south, range 8 east, Hood River County; thence northerly on the common boundary of Hood River County and Multnomah County, as set forth in ORS 201.140 and 201.260, to the point of beginning. ¶

(b) Beginning at the northwest corner of the northwest quarter of the southwest quarter of section 2, township 6 south, range 11 east, Wasco County; thence east to the northeast corner of the northwest quarter of the southwest quarter of section 2, township 6 south, range 11 east, Wasco County; thence south to the northeast corner of the southwest quarter of the southwest quarter of section 2, township 6 south, range 11 east, Wasco County; thence east to the northeast corner of the southeast quarter of the southwest quarter of section 2, township 6 south, range 11 east, Wasco County; thence south to the southeast corner of the northeast quarter of the northwest quarter of section 11, township 6 south, range 11 east, Wasco County; thence west to the southwest corner of the northeast quarter of the northwest quarter of section 11, township 6 south, range 11 east, Wasco County; thence north to the southwest corner of the southeast quarter of the southwest quarter of section 2, township 6 south, range 11 east, Wasco County; thence west to the southwest corner of the southeast quarter of section 3, township 6 south, range 11 east, Wasco County; thence north to the southwest corner of the northwest quarter of the southeast quarter of section 3, township 6 south, range 11 east, Wasco County; thence west to the southwest corner of the northwest quarter of the southwest quarter of section 3, township 6 south, range 11 east, Wasco County; thence north to the northeast corner of the southwest quarter of section 3, township 6 south, range 11 east, Wasco County; thence east to the northwest corner of the northeast quarter of the southwest quarter of section 3, township 6 south, range 11 east, Wasco County; thence north to the northwest corner of the northeast quarter of the northwest quarter of section 3, township 6 south, range 11 east, Wasco County; thence east to the northeast corner of the northwest quarter of section 3, township 6 south, range 11 east, Wasco County; thence south to the northeast corner of the southwest quarter of section 3, township 6 south, range 11 east, Wasco County; thence east to the point of beginning. ¶

(c) Beginning at the northwest corner of the southeast quarter of section 9, township 6 south, range 11 east, Wasco County; thence east to the northeast corner of the northwest quarter of the southwest quarter of section 10 township 6 south, range 11 east, Wasco County; thence south to the southeast corner of lot 4 of section 10, township 6 south, range 11 east, Wasco County; thence west to the southwest corner of lot 4 of section 10, township 6 south, range 11 east, Wasco County; thence north to the southwest corner of the northwest quarter of the southwest quarter of section 10, township 6 south, range 11 east, Wasco County; thence west to the southeast corner of the northwest quarter of the southeast quarter of section 9, township 6 south, range 11 east, Wasco County; thence south to the southeast corner of lot 2 of section 9, township 6 south, range 11 east, Wasco County; thence west to the southwest corner of lot 2 of section 9, township 6 south, range 11 east, Wasco County; thence north to the point of beginning. ¶

(d) Beginning at the northwest corner of the northeast quarter of the southwest quarter of section 11, township 6 south, range 11 east, Wasco County; thence east to the northeast corner of the northeast quarter of the southwest quarter of section 11, township 6 south, range 11 east, Wasco County; thence south to the southwest corner of the northeast quarter of the southwest quarter of section 11, township 6 south, range 11 east, Wasco County; thence west to the southwest corner of the northeast quarter of the southwest quarter of section 11, township 6 south, range 11 east, Wasco County; thence north to the point of beginning. ¶

(e) Beginning at the northwest corner of the northeast quarter of the southeast quarter of section 6, township 6 south, range 12 east, Wasco County; thence east to the McQuinn Line and the northern boundary of the Warm Springs Indian Reservation in section 6, township 6 south, range 12 east, Wasco County; thence easterly on the McQuinn Line and the northern boundary of the Warm Springs Indian Reservation to the common line between section 4, township 6 south, range 12 east and section 9, township 6 south, range 12 east, Wasco County; thence west to the southwest corner of the southeast quarter of the southeast quarter of section 6, township 6 south, range 12 east, Wasco County; thence north to the point of beginning. ¶

(f) Beginning at the southwest corner of section 29, township 5 south, range 11 east, Wasco County; thence north to the McQuinn Line and the northern boundary of the Warm Springs Indian Reservation in section 29, township 5 south, range 11 east, Wasco County; thence easterly on the McQuinn Line and the northern boundary of the Warm Springs Indian Reservation to the common line between the southwest quarter of the southwest quarter and the southeast quarter of the southwest quarter of section 29, township 5 south, range 11 east, Wasco County; thence south to the southeast corner of the southwest quarter of the southwest quarter of section 29, township 5 south, range 11 east; Wasco County; thence west to the point of beginning. ¶

(g) Beginning at the southwest corner of the southeast quarter of the southwest quarter of section 35, township 5 south, range 11 east, Wasco County; thence north to the McQuinn Line and the northern boundary of the Warm Springs Indian Reservation in section 35, township 5 south, range 11 east, Wasco County; thence easterly on the McQuinn Line and northern boundary of the Warm Springs Indian Reservation to the common line between section 35, township 5 south, range 11 east and section 36, township 5 south, range 11 east, Wasco County; thence south to the southeast corner of section 35, township 5 south, range 11 east, Wasco County; thence west

to the point of beginning.

Statutory/Other Authority: ORS 477.225, ORS 526.041(1)

Statutes/Other Implemented: ORS 477.225

AMEND: 629-041-0550

RULE SUMMARY: Amendment of 629-041-0550 to include acreage in Morrow County, currently allocated to the Central Oregon Forest Protection District, through a transfer of those acres to Northeast Forest Protection District.

CHANGES TO RULE:

629-041-0550

Northeast Oregon Forest Protection District Boundary ¶

The boundary of the Northeast Oregon Forest Protection District is as follows: Beginning at the point where the common line of township 36 east and township 37 east intersect with the northern boundary of the state of Oregon, as set forth in ORS 201.005, in or near section 18, township 6 north south, range 37 east, Umatilla County; thence easterly on the northern boundary of the state of Oregon, as set forth in ORS 201.005, to the eastern boundary of the state of Oregon, as set forth in ORS 201.005, in or near section 14, township 6 north, range 47 east; Wallowa County; thence southerly on the eastern boundary of the state of Oregon, as set forth in ORS 201.005, to the common line of section 19 and section 30, township 5 south, range 49 east, Wallowa County; thence west to the southeast corner of section 23, township 5 south, range 48 east, Wallowa County; thence south to the southeast corner of section 26, township 5 south, range 48 east, Wallowa County; thence west to the southeast corner of section 28, township 5 south, range 48 east, Wallowa County; thence south to the northeast corner of section 4, township 6 south, range 48 east, Baker County; thence east to the northeast corner of section 3, township 6 south, range 48 east, Baker County; thence south to the southeast corner of section 3, township 6 south, range 48 east, Baker County; thence west to the southeast corner of section 4, township 6 south, range 48 east, Baker County; thence south to the southeast corner of section 9, township 6 south, range 48 east, Baker County; thence west to the southeast corner of section 8, township 6 south, range 48 east, Baker County; thence south to the southeast corner of section 17, township 6 south, range 48 west, Baker County; thence west to the southeast corner of section 18, township 6 south, range 48 west, Baker County; thence south to the southeast corner of section 30, township 7 south, range 48 west, Baker County; thence west to the southwest corner of the southeast quarter of section 30, township 7 south, range 46 east, Baker County; thence north to the southwest corner of the northeast quarter of section 30, township 7 south, range 46 east, Baker County; thence west to the southeast corner of the northeast quarter of section 26, township 7 south, range 45 east, Baker County; thence south to the northeast corner of section 2, township 8 south, range 45 east, Baker County; thence east to the northeast corner of section 1, township 8 south, range 45 east, Baker County; thence south to the northeast corner of section 12, township 8 south, range 45 east, Baker County; thence east to the northeast corner of section 7, township 8 south, range 46 east, Baker County; thence south to the southeast corner of section 30, township 8 south, range 46 east, Baker County; thence west to the southwest corner of section 28, township 8 south, range 45 east, Baker County; thence north to the southwest corner of section 21, township 8 south, range 45, east, Baker County; thence west to the southwest corner of section 19, township 8 south, range 45 east, Baker County; thence north to the southwest corner of section 18, township 8 south, range 45 east, Baker County; thence west to the southwest corner of section 17, township 8 south, range 44 east, Baker County; thence north to the southwest corner of section 8, township 8 south, range 44 east, Baker County; thence west to the southwest corner of section 9, township 8 south, range 43 east, Baker County; thence north to the southwest corner of the northwest quarter of section 33, township 7 south, range 43 east, Baker County; thence west to the southwest corner of the northwest quarter of section 32, township 7 south, range 43 east, Baker County; thence north to the southwest corner of the northwest quarter of section 29, township 7 south, range 43 east, Baker County; thence west to the southwest corner of the northwest quarter of section 28, township 7 south, range 42 east, Baker County; thence north to the southwest corner of the northwest quarter of section 21, township 7 south, range 42 east, Baker County; thence west to the southwest corner of the northwest quarter of section 20, township 7 south, range 42 east, Baker County; thence north to the southwest corner of section 5, township 7 south, range 42 east, Baker County; thence west to the southwest corner of the southeast quarter of section 6, township 7 south, range 42 east, Baker County; thence north to the southwest corner of the southeast quarter of section 31, township 6 south, range 42, east, Baker County; thence west to the southwest corner of section 31, township 6 south, range 42 east, Union County; thence north to the southwest corner of section 30, township 6 south, range 42 east, Union County; thence west to the southwest corner of section 25, township 6 south, range 41 east, Union County; thence north to the southwest corner of section 24, township 6 south, range 41 east, Union County; thence west to the southwest corner of section 23, township 6 south, range 41 east, Union County; thence north to the southwest corner of section 14, township 6 south, range 41 east, Union County; thence west to the southwest corner of the southeast quarter of section 14, township 6 south, range 40 east, Union County; thence north to the northwest corner of the northeast quarter of section 2, township 6 south, range 40 east, Union County; thence west to the southwest corner of section 35, township 5 south, range 40 east, Union County;

AGENDA ITEM 7

Attachment 3

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thence north to the southwest corner of section 23, township 5 south, range 40 east, Union County; thence west to the southwest corner of the southeast quarter of section 22, township 5 south, range 40 east, Union County; thence north to the southwest corner of the southeast quarter of section 15, township 5 south, range 40 east, Union County; thence west to the southwest corner of section 15, township 5 south, range 40 east, Union County; thence north to the northwest corner of section 3, township 5 south, range 40 east, Union County; thence east to the northwest corner of the northeast quarter of section 2, township 5 south, range 40 east, Union County; thence north to the centerline of High Valley Road, a county road, in or near the southwest quarter of the southeast quarter of section 14, township 4 south, range 40 east, Union County; thence northerly on the centerline of High Valley Road, a county road, to the common line of the north half and the south half of the northeast quarter of the southeast quarter of section 21, township 3 south, range 40 east, Union County; thence east to the centerline of Mill Creek Road, a county road, in or near the northwest quarter of the southeast quarter of section 22, township 3 south, range 40 east, Union County; thence southeasterly on the centerline of Mill Creek Road, a county road, to the centerline of Hidden Valley Lane, a county road, in or near the southeast quarter of the southeast quarter of section 22, township 3 south, range 40 east, Union County; thence easterly on the centerline of Hidden Valley Lane, a county road, to the point directly south of the most southern centerline of Wade Road, a county road, in or near the southwest quarter of the southwest quarter of section 23, township 3 south, range 40 east, Union County; thence north to the most southern centerline of Wade Road, a county road, in or near the northwest quarter of the northwest quarter of section 23, township 3 south, range 40 east, Union County; thence northerly and westerly on the centerline of Wade Road, a county road, to the centerline of Haefer Lane, a county road, in or near the southwest quarter of the southwest quarter of section 14, township 3 south, range 40 east, Union County; thence northerly and easterly on the centerline of Haefer Lane, a county road, to the centerline of Stackland Road, a county road, in or near the southwest quarter of the southwest quarter of section 14, township 3 south, range 40 east, Union County; thence northerly on the centerline of Stackland Road, a county road, to the centerline of Lantz Lane, a county road, in or near the southwest quarter of the southwest quarter of section 11, township 3 south, range 40 east, Union County; thence westerly on the centerline of Lantz Lane, a county road to the centerline of Lower Cove Road, a county road, in or near the southwest quarter of the southwest quarter of section 10, township 3 south, range 40 east, Union County; thence northerly on the centerline of Lower Cove Road, a county road, to the centerline of Greys Corner Road, a county road, in or near the northwest quarter of the northeast quarter of section 13, township 2 south, range 39 east, Union County; thence northerly on the centerline of Greys Corner Road, a county road, to the centerline of Rhinehart Lane, a county road, in or near the northeast quarter of the northwest quarter of section 10, township 1 south, range 39 east, Union County; thence northeasterly on the centerline of Rhinehart Lane, a county road, to the common line of township 1 north and township 1 south, in or near the northeast quarter of the northeast quarter of section 2, township 1 south, range 39 east, Union County; thence east to the northwest corner of section 6, township 1 south, range 40 east, Union County; thence north to the northwest corner of section 30, township 1 north, range 40 east, Union County; thence east to the northwest corner of section 27, township 1 north, range 40 east, Union County; thence north to the northwest corner of section 22, township 1 north, range 40 east, Union County; thence east to the northwest corner of section 23, township 1 north, range 40 east, Union County; thence north to the centerline of Oregon Highway 82, in or near the southwest quarter of the southwest quarter of section 2, township 1 north, range 40 east, Union County; thence westerly on the centerline of Oregon Highway 82 to the centerline of Good Road, a county road, in or near the southwest quarter of the southeast quarter of section 5, township 1 north, range 40 east, Union County; thence northerly on the centerline of Good Road, a county road, to the centerline of Parsons Lane, a county road, in or near the southwest quarter of the southeast quarter of section 32, township 2 north, range 40 east, Union County; thence westerly on the centerline of Parsons Road, a county road, to the common line of township 1 north and township 2 north, in or near the southeast quarter of the southeast quarter of section 36, township 2 north, range 39 east, Union County; thence west to the southeast corner of section 33, township 2 north, range 39 east, Union County; thence south to the southeast corner of the northeast quarter of section 16, township 1 north, range 39 east, Union County; thence west to the southeast corner of the southwest quarter of the northeast quarter of section 16, township 1 north, range 39 east, Union County; thence south to the northeast corner of the northwest quarter of the northeast quarter of section 21, township 1 north, range 39 east, Union County; thence east to the northeast corner of section 21, township 1 north, range 39 east, Union County; thence south to the northeast corner of section 28, township 1 north, range 39 east, Union County; thence east to the northeast corner of section 27, township 1 north, range 39 east, Union County; thence south to the southeast corner of section 34, township 1 north, range 39 east, Union County; thence west to the centerline of Hunter Road, a county road, in or near the northeast quarter of the northeast quarter of section 4, township 1 north, range 38 east, Union County; thence southerly on the centerline of Hunter Road, a county road, to the centerline of Monroe Lane, a county road, in or near the northeast quarter of the northwest quarter of the northwest quarter of section 3, township 2 south, range 38 east, Union County; thence westerly on the centerline of Monroe Lane, a county road, to the centerline of Orchard Road, a county road, in or near the northeast quarter of the northeast

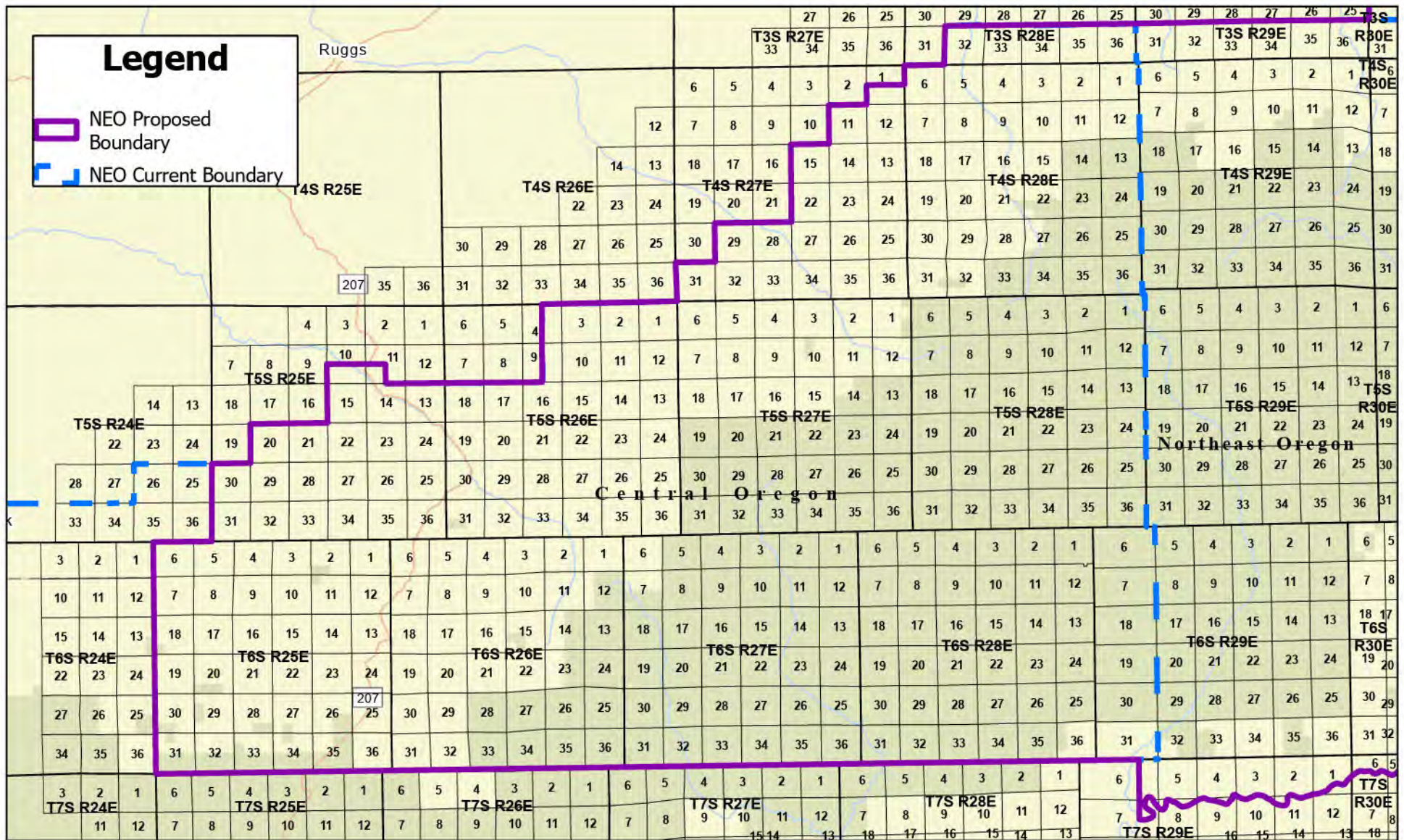
quarter of section 4, township 2 south, range 38 east, Union County; thence southerly on the centerline of Orchard Road, a county road, to the centerline of Standley Road, a county road, in or near the northwest quarter of the northeast quarter of section 9, township 2 south, range 38 east, Union County; thence westerly on the centerline of Standley Road, a county road, to the centerline of Mount Glen Road, a county road, in or near the northeast quarter of the northwest quarter of section 9, township 2 south, range 38 east, Union County; thence southerly on the centerline of Mount Glen Road, a county road, to the common line of section 21 and section 28, township 2 south, range 39 east, in or near the northeast quarter of the northwest quarter of section 28, township 2 south, range 39 east, Union County; thence west to the southeast corner of section 24, township 2 south, range 37 east, Union County; thence south to the centerline of U.S. Highway 30, in or near the southeast quarter of the southeast quarter of section 36, township 2 north, range 37 east, Union County; thence southerly on the centerline of U.S. Highway 30 to the common line of the east half and the west half of section 6, township 3 south, range 38 east, in or near the northeast quarter of the southwest quarter of section 6, township 3 south, range 38 east, Union County; thence south to the northeast corner of the northwest quarter of section 18, township 3 south, range 38 east, Union County; thence east to the centerline of Twelfth Street, a city street, in or near the northeast quarter of the northwest quarter of section 17, township 3 south, range 38 east, Union County; thence southerly on the centerline of Twelfth Street, a city street, to the common line of the north half and the south half of the southeast quarter, in or near the southwest quarter of the southeast quarter, of section 17, township 3 south, range 38 east, Union County; thence east to the centerline of Foothill Road, a county road, in or near the southeast quarter of the southwest quarter of section 16, township 3 south, range 38 east, Union County; thence southerly on the centerline of Foothill Road, a county road, to the centerline of the eastbound lanes of Interstate 84, in or near the southwest quarter of the northeast quarter of section 2, township 4 south, range 38 east, Union County; thence southerly on the centerline of the eastbound lanes of Interstate 84 to the common line of section 2 and section 11, township 4 south, range 38 east, in or near the northeast quarter of the northeast quarter of section 11, township 4 south, range 38 east, Union County; thence east to the northeast corner of the northwest quarter of section 8, township 4 south, range 39 east, Union County; thence south to the northeast corner of the southwest quarter of section 17, township 4 south, range 39 east, Union County; thence east to the northeast corner of the southeast quarter of section 16, township 4 south, range 39 east, Union County; thence south to the northeast corner of section 21, township 4 south, range 39 east, Union County; thence east to the northeast corner of section 22, township 4 south, range 39 east, Union County; thence south to the northeast corner of section 27, township 4 south, range 39 east, Union County; thence east to the northeast corner of section 26, township 4 south, range 39 east, Union County; thence south to the southeast corner of the northeast quarter of section 2, township 5 south, range 39 east, Union County; thence west to the southeast corner of the northeast quarter of section 1, township 5 south, range 38 east, Union County; thence south to the northeast corner of section 13, township 5 south, range 38 east, Union County; thence east to the northeast corner of section 18, township 5 south, range 39 east, Union County; thence south to the southeast corner of section 19, township 5 south, range 39 east, Union County; thence west to the southeast corner of section 24, township 5 south, range 38 east, Union County; thence south to the southeast corner of the northeast quarter of section 36, township 5 south, range 38 east, Union County; thence west to the southeast corner of the of the northeast quarter of section 35, township 5 south, range 38 east, Union County; thence south to the southeast corner of section 11, township 6 south, range 38 east, Union County; thence west to the southeast corner of section 10, township 6 south, range 38 east, Union County; thence south to the southeast corner of section 15, township 6 south, range 38 east, Union County; thence west to the southeast corner of section 16, township 6 south, range 38 east, Union County; thence south to the centerline of Foothill Road, a county road, in or near the northeast quarter of the northeast quarter of section 4, township 7 south, range 38 east, Baker County; thence southerly on the centerline of Foothill Road, a county road, to the common line of section 22 and section 23, township 7 south, range 38 east, in or near the northeast quarter of the southeast quarter of section 22, township 7 south, range 38 east, Baker County; thence south to the common line of township 7 south and township 8 south, in or near the northeast quarter of the northeast quarter of section 3, township 8 south, range 38 east, Baker County; thence east to the northeast corner of section 1, township 8 south, range 38 east, Baker County; thence south to the northeast corner of the southeast quarter of section 25, township 8 south, range 38 east, Baker County; thence east to the northeast corner of the southeast quarter of section 30, township 8 south, range 39 east, Baker County; thence south to the northeast corner of section 6, township 9 south, range 39 east, Baker County; thence east to the northeast corner of the northwest quarter of section 5, township 9 south, range 39 east, Baker County; thence south to the northeast corner of the southeast quarter of the northwest quarter of section 5, township 9 south, range 39 east, Baker County; thence east to the northeast corner of the southeast quarter of the northwest quarter of section 3, township 9 south, range 39 east, Baker County; thence south to the northeast corner of the northwest quarter of section 15, township 9 south, range 39 east, Baker County; thence east to the northeast corner of section 14, township 9 south, range 39 east, Baker County; thence south to the northeast corner of the southeast quarter of section 23, township 9 south, range 39 east, Baker County; thence east to the northeast corner of the southeast

quarter of section 24, township 9 south, range 39 east, Baker County; thence south to the northeast corner of section 36, township 10 south, range 39 east, Baker County; thence east to the northwest corner of section 35, township 10 south, range 40 east, Baker County; thence north to the northwest corner of section 26, township 10 south, range 40 east, Baker County; thence east to the northeast corner of section 28, township 10 south, range 41 east, Baker County; thence south to the northeast corner of the southeast quarter of the northeast quarter of section 33, township 10 south, range 41 east, Baker County; thence east to the northeast corner of the southeast quarter of the northwest quarter of section 31, township 10 south, range 42 east, Baker County; thence south to the northeast corner of the northwest quarter of section 6, township 11 south, range 42 east, Baker County; thence east to the centerline of the eastbound lanes of Interstate 84, in or near the northeast quarter of the northeast quarter of section 3, township 11 south, range 42 east, Baker County; thence southeasterly on the centerline of the eastbound lanes of Interstate 84 to the common line of township 11 south, range 42 east and township 11 south, range 43 east, in or near the northeast quarter of the northeast quarter of section 12, township 11 south, range 42 east, Baker County; thence south to the common boundary of Baker County and Malheur County, as set forth in ORS 201.010 and 201.230, in or near the southeast quarter of the southeast quarter of section 25, township 13 south, range 42 east, Baker County; thence westerly, northerly and southerly on the common boundary of Baker County and Malheur County, as set forth in ORS 201.010 and 201.230, to the northeast corner of the southeast quarter of the southeast quarter of section 25, township 14 south, range 37 east, Baker County; thence east to the northeast corner of the southwest quarter of the southwest quarter of section 30, township 14 south, range 38 east, Malheur County; thence south to the northeast corner of the northwest quarter of the northwest quarter of section 31, township 14 south, range 38 east, Malheur County; thence east to the northeast corner of section 31, township 14 south, range 38 east, Malheur County; thence south to the northeast corner of the southeast quarter of section 31, township 14 south, range 38 east, Malheur County; thence east to the northeast corner of the northwest quarter of the southwest quarter of section 32, township 14 south, range 38 east, Malheur County; thence south to the northeast corner of the northwest quarter of the northwest quarter of section 5, township 15 south, range 38 east, Malheur County; thence east to the northeast corner of section 5, township 15 south, range 38 east, Malheur County; thence south to the southeast corner of section 20, township 15 south, range 38 east, Malheur County; thence west to the southeast corner of section 19, township 15 south, range 38 east, Malheur County; thence south to the southeast corner of section 30, township 15 south, range 38 east, Malheur County; thence west to the southeast corner of section 27, township 15 south, range 37 east, Malheur County; thence south to the southeast corner of section 34, township 15 south, range 37 east, Malheur County; thence west to the boundary of the John Day-Ochoco Unit of the Central Oregon Forest Protection District, as set forth in OAR 629-041-0515(3), in or near the southwest quarter of the southwest quarter of section 31, township 15 south, range 37 east, Malheur County; thence northerly on the boundary of the John Day-Ochoco Unit of the Central Oregon Forest Protection District, as set forth in OAR 629-041-0515(3), to the north to the center of the main channel of the North Fork John Day River in section 7, township 7 south, range 29 east, Grant County; thence North to the southwest corner of the southeast section 31, township 36 south, range 29 east, Morrow County; thence eastwest to the southwest corner of section 31, township 6 south, range 25 east, Morrow County; thence north to the northwest corner of section 356, township 3 south, range 30 east, Umatilla County; thence north to the northwest corner of section 236 south, range 25 east, Morrow County; thence east to the southwest corner of section 31, township 5 south, range 25 east, Morrow County; thence north to the northwest corner of section 30, township 5 south, range 25 east, Morrow County; thence east to the northwest corner of section 29, township 5 south, range 25 east, Morrow County; thence north to the northwest corner of section 20, township 5 south, range 25 east, Morrow County; thence east to the northwest corner of section 22, township 35 south, range 30 east, Umatilla County; thence east to the northwest corner of section 19, township 3 south, range 31 east, Umatilla County; thence north to the northwest corner of the southwest quarter of section 10, township 5 south, range 25 east, Morrow County; thence east to the northeast corner of the southwest quarter of section 11, township 5 south, range 25 east, Morrow County; thence south to the northeast corner of the northwest quarter of section 14, township 5 south, range 25 east, Morrow County; thence east to the northwest corner of the northeast quarter of section 16, township 5 south, range 26 east, Morrow County; thence north to the northwest corner of the northeast quarter of section 4, township 5 south, range 26 east, Morrow County; thence east to the northwest corner of section 6, township 5 south, range 27 east, Morrow County; thence north to the northwest corner of section 31, township 4 south, range 27 east, Morrow County; thence east to the northwest corner of section 32, township 4 south, range 27 east, Morrow County; thence north to the northwest corner of section 29, township 4 south, range 27 east, Morrow County; thence east to the northwest corner of section 27, township 4 south, range 27 east, Morrow County; thence north to the northwest corner of section 15, township 4 south, range 27 east, Morrow County; thence east to the northwest corner of section 14, township 4 south, range 27 east, Morrow County; thence north to the northwest corner of section 181, township 34 south, range 31 east, Umatilla County; thence east to the northwest corner of section 12, township 4 south, range 27 east, Morrow County; thence north

the southwest corner of the southeast quarter of section 11, township 3 north, range 35 east, Umatilla County; thence west to the southwest corner of section 11, township 3 north, range 35 east, Umatilla County; thence north to the northwest corner of section 26, township 4 north, range 35 east, Umatilla County; thence east to the northwest corner of section 25, township 4 north, range 35 east, Umatilla County; thence north to the northwest corner of section 24, township 4 north, range 35 east, Umatilla County; thence east to the northwest corner of section 19, township 4 north, range 36 east, Umatilla County; thence north to the northwest corner of section 18, township 4 north, range 36 east, Umatilla County; thence east to the northwest corner of section 15, township 4 north, range 36 east, Umatilla County; thence north to the northwest corner of section 3, township 4 north, range 36 east, Umatilla County; thence east to the southwest corner of section 31, township 5 north, range 37 east, Umatilla County; thence north to the point of beginning.

Statutory/Other Authority: ORS 477.225

Statutes/Other Implemented: ORS 477.225



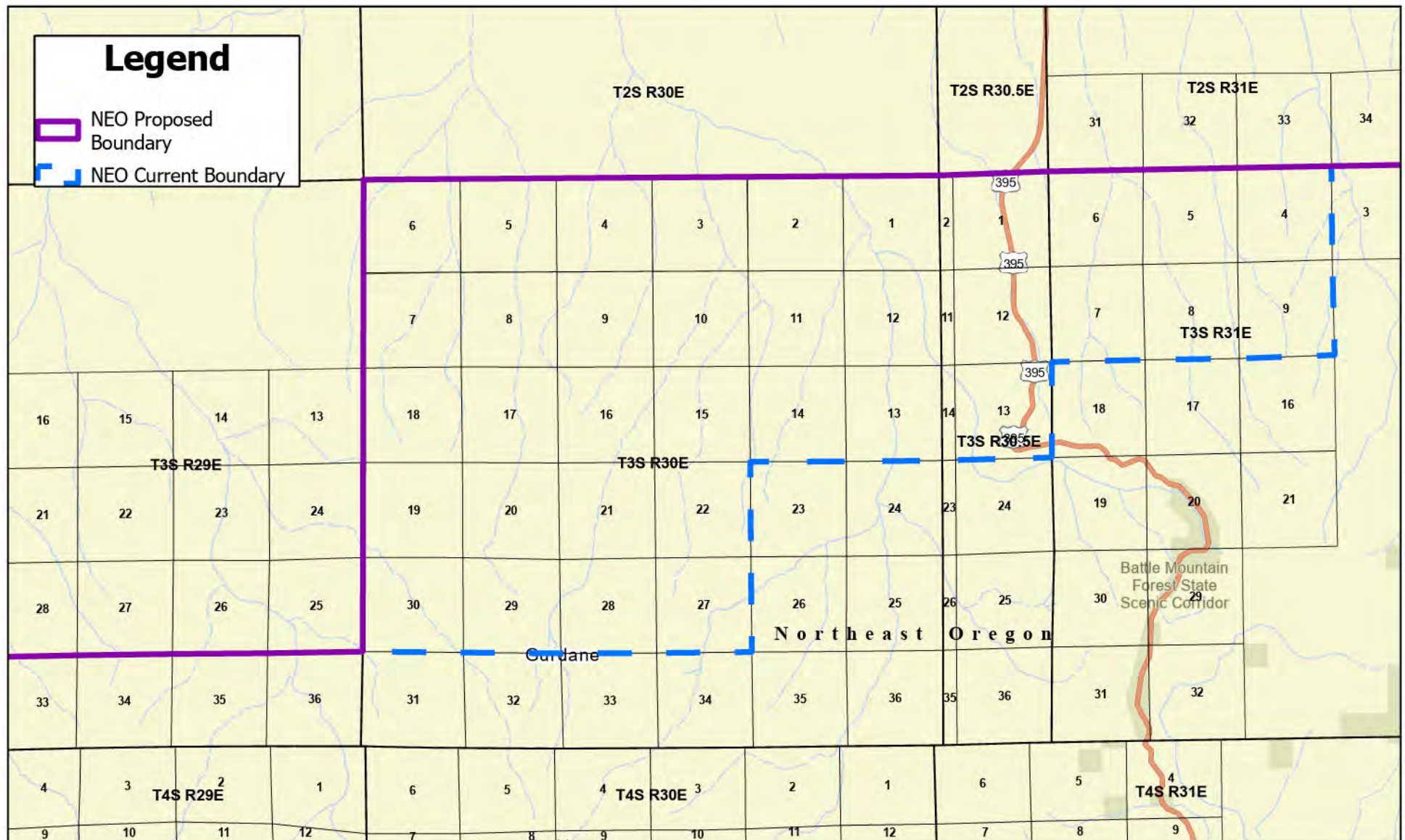
NEO District Boundary Change Proposal Morrow County Addition

Oregon State Parks, State of Oregon GEO, Esri, TomTom, Garmin, SafeGraph, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA, USFWS, Oregon State Parks, Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, USFWS, Esri, USGS

2025

Coordinate System: NAD 1983 Oregon Statewide Lambert Feet Intl



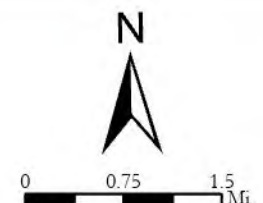


NEO District Boundary Change Proposal Gurdane Addition

Oregon State Parks, Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, USFWS, Oregon State Parks, State of Oregon GEO, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA, USFWS, Esri, USGS

2025

Coordinate System: NAD 1983 Oregon Statewide Lambert Feet Intl



Date: April 17, 2025

To: Oregon Board of Forestry

From: Matt Mackey

Subject: COD/NEO District Boundary Change Hearing

Hearing Information

Proposed Area: Statewide
Hearing Date & Time: April 17, 2025 at 1:00 pm.
Hearing Location: Virtual Zoom meeting
Written Comments Due: April 30th, 2025
Hearing Authorized: March 5th, 2025
Hearing Officer: Matt Mackey, Policy Coordinator

The Public Hearing on Central Oregon District and Northeast Oregon District Boundary Change was formally convened, and info session began at 1:00 p.m. virtually. 1:04 p.m. general intro to the hearing/instruction was given. At 1:06 p.m. formal hearing began and at 1:08 p.m. the hearing concluded, and the meeting was closed.

Summary of Oral Comments

No public comment was received during the hearing.

Summary of Written Comments

No written comments.

Matt Mackey, Policy Coordinator

Date: April 18, 2025

To: Oregon Board of Forestry

From: Matt Mackey

Subject: COD/NEO District Boundary Change Hearing

Hearing Information

Proposed Area: Statewide
Hearing Date & Time: April 18, 2025 at 5:00 pm.
Hearing Location: Virtual Zoom meeting
Written Comments Due: April 30th, 2025
Hearing Authorized: March 5th, 2025
Hearing Officer: Matt Mackey, Policy Coordinator

The Public Hearing on Central Oregon District and Northeast Oregon District Boundary Change was formally convened, and info session began at 5:02 p.m. virtually. 5:03 p.m. general intro to the hearing/instruction was given. At 5:06 p.m. formal hearing began and at 5:07 p.m. the hearing concluded, and the meeting was closed.

Summary of Oral Comments

No public comment was received during the hearing.

Summary of Written Comments

No written comments.

Matt Mackey, Policy Coordinator

From: [MILLER Ryan * ODF](#)
To: [HOPKINS Levi A * ODF](#); [PENTZER Rob S * ODF](#); [LAUER Justin B * ODF](#)
Subject: Fwd: COD to NEO district boundary change
Date: Tuesday, April 29, 2025 9:26:20 AM

From: mary beyer <rmbeyer82@yahoo.com>
Sent: Tuesday, April 29, 2025 9:24:32 AM
To: MILLER Ryan * ODF <ryan.miller@odf.oregon.gov>
Subject: COD to NEO district boundary change

You don't often get email from rmbeyer82@yahoo.com. [Learn why this is important](#)

To The Oregon Board of Forestry:

My name is Roy Beyer. I am a board member of the East Oregon Forest Protection Association and a member of the budget committee for the Central Oregon District of the Oregon Department of Forestry.

I am responding with this e-mail to express my support for the boundary change in Morrow county which would transfer approximately 122,321.93 acres from the COD protection to the NEO protection district. Thank you.

Roy Beyer

STAFF REPORT

Agenda Item No.:	8
Work Plan:	Fire Protection
Topic:	Annual Topic: Approval of Forest Protection Association District Budgets and Rates
Presentation Title:	Approval of the Forest Protection Association District 2026 Fiscal Budgets and Rates
Date of Presentation:	June 4, 2025
Contact Information:	Michael Curran, Fire Protection Division - Chief 503-480-6675; Michael.Curran@odf.oregon.gov Ron Graham, Fire Protection Division - Deputy Chief of Operations 971-718-6862; Ron.Graham@odf.oregon.gov

SUMMARY

ORS 477.265 requires the Board of Forestry to annually review the forest protection district budgets and pass final approval on all district budgets including the prorated acreage assessment rates.

CONTEXT

Oregon's wildfire protection system has historically provided an effective and efficient method of addressing the state's fire protection responsibilities – both in initial attack and large fire management needs. The system uses a “complete and coordinated” methodology and is funded through a complex mix of landowner and state general fund dollars. The system provides policy, prevention, and suppression activities at the national, statewide and district levels. The delivery of these services is reviewed annually and predominately funded through the development of fiscal protection budgets in which the costs are proportioned on a legislative determined statutory ratio of landowner and general fund dollars.

Budget Development Process:

Consistent with statutory direction¹, each year in January, the state office and districts begin developing a fire protection budget to fund activities for the upcoming fiscal year (July 1 – June 30). During the development process, district budget committees² analyze and review the draft budget prior to making recommendations to the District Forester. The budget committee then carries the final recommended budget to the Board of Directors of the Forest Protective Association for consideration at the annual spring association meeting. Additionally, each district holds a public budget meeting³ for any landowners affected by the budget to provide an opportunity for any additional public comments on the budget.

¹ ORS 477.235 Forester to prepare tentative budget estimates for districts.

² ORS 477.240 Advisory and guidance committees

³ ORS 477.255 Holding of budget meeting; revision and submission for final approval.

The last step in the district fiscal protection budget process is submittal to the State Forester and then official approval by the Board of Forestry in June. Attachment 1 provides a summary of the fiscal year 2026 recommended budgets.

BACKGROUND / ANALYSIS

Throughout the development of the fiscal year 2026 budgets and spring association meetings, landowners have expressed appreciation for the level of protection and service they receive from the Associations and the Department. Association meetings have been very collaborative and productive with excellent dialog focusing on important fire protection related topics. Attachments 2 and 3, annual letters to the State Forester and public budget hearing comments, highlight some of the topics discussed at the district budget committee, fire protection association, and public budget meetings. The conversations largely consisted of the continued increase in district budgets and the need for a permanent funding solution and the uncertainties around federal funds. The Eastern Oregon Forest Protective Association, Klamath-Lake Protective Association, and Walker Range Protective Associations chose to not support their district fiscal budget, but all other Forest Protective Associations chose to support their district fiscal budgets. Though, support was not unanimous for all those Associations.

Per OAR 629-041-0035, one landowner (Attachment 4) is appealing the fiscal budget with a remedy sought of requesting the board to seek an alternative funding mechanism to give the landowners a rate relief to cover the cost increase instead of passing the funding off to private forest and grazing landowners.

Upon review of the letters from the landowners and the facts described and presented in the proposed final order (Attachment 5), the Board may:

1. Remand the matter to Department staff for further review on such issues as the Board specifies and to prepare a revised proposed order as appropriate;
2. Reject the proposed order and direct the Department to prepare a different final order; or
3. Adopt the proposed order as the Board's final order.

RECOMMENDATIONS

The Department recommends the board approves the following:

1. The Department recommends the Board approve all Fiscal Year 2026 forest protection district budgets and prorated acreage rates as presented in Attachment 1.
2. The Department recommends that in the event the legislature adopts additional funding sources that may alter forest protection district budgets and prorated acreage rates that the Board directs the Department to adjust to integrate such revenues prior to sending the certified rates to each County Assessor's Office.
3. The Department recommends that the Board adopt the proposed final order as written for Roy M. Beyer.

ATTACHMENT

- (1) FY 2026 Protection Budget Summary, by District, and Area
- (2) Letters to the State Forester from Forest Protective Associations
- (3) Public Budget Hearing Minutes
- (4) Budget Appeal
- (5) Proposed Final Order

Board of Forestry ODF Protection Budget & Assessment Summary

Fiscal Year2026General Fund Split50.00%

	Protected Acres				Budgeted Dollars			Public Rates*						Private Rates**						Revenue*****
	Class Type	FY2025	FY2026	Y/Y Change	FY2025	FY2026	Y/Y Change	FY2025	FY2026	Y/Y Change	Agency Admin	OFLPF***	FINAL FY2026	FY2025	FY2026	Y/Y Change	(WPA)****	OFLPF***	FINAL FY2026	FY2026 PROJECTION
NORTHWEST OREGON																				
Northwest Oregon	Timber	1,762,144.46	1,761,600.03	-0.03%	\$6,861,162	\$7,988,877	16.44%	\$3.7205	\$3.9471	6.09%	\$1.2062	\$0.0500	\$5.2033	\$1.8602	\$1.9736	6.09%	\$0.0000	\$0.0500	\$2.0236	\$5,488,575
West Oregon	Timber	1,084,023.13	1,085,708.59	0.16%	\$4,204,476	\$4,647,192	10.53%	\$3.5440	\$3.7856	6.82%	\$1.2062	\$0.0500	\$5.0418	\$1.7720	\$1.8928	6.82%	\$0.0000	\$0.0500	\$1.9428	\$3,701,480
North Cascade	Timber	659,489.65	656,441.53	-0.46%	\$3,370,692	\$3,796,713	12.64%	\$5.6178	\$4.4313	-21.12%	\$1.2062	\$0.0500	\$5.6875	\$2.8089	\$2.2157	-21.12%	\$0.0000	\$0.0500	\$2.2657	\$2,779,546
NOA TOTALS & AVERAGES	Timber	3,505,657.24	3,503,750.15	-0.05%	\$14,436,330	\$16,432,782	13.83%	\$4.2941	\$4.0547	-5.58%	\$1.2062	\$0.0500	\$5.3109	\$2.1471	\$2.0273	-5.58%	\$0.0000	\$0.0500	\$2.0773	\$11,969,601

SOUTHERN OREGON																				
Southwest Oregon	Timber	1,761,584.84	1,762,010.08	0.02%	\$11,958,793	\$13,064,208	9.24%	\$7.2183	\$9.0870	25.89%	\$1.2062	\$0.0500	\$10.3432	\$3.6092	\$4.5435	25.89%	\$0.0000	\$0.0500	\$4.5935	\$10,917,423
	Grazing	131,868.40	131,969.38	0.08%	\$311,337	\$1,244,403	299.70%	\$2.0191	\$2.3520	16.49%	\$1.2062	\$0.0750	\$3.6332	\$1.0096	\$1.1760	16.49%	\$0.0000	\$0.0750	\$1.2510	
Coos FPA	Timber	1,513,219.79	1,515,018.52	0.12%	\$9,169,123	\$10,341,588	12.79%	\$5.7238	\$6.0198	5.17%	\$1.2062	\$0.0500	\$7.2760	\$2.8619	\$3.0099	5.17%	\$0.0000	\$0.0500	\$3.0599	\$8,326,457
	Grazing	74,736.80	72,761.78	-2.64%	\$281,969	\$318,000	12.78%	\$4.4851	\$4.4441	-0.91%	\$1.2062	\$0.0750	\$5.7253	\$2.2426	\$2.2220	-0.91%	\$0.0000	\$0.0750	\$2.2970	
Douglas FPA	Timber	1,404,162.37	1,416,522.94	0.88%	\$9,262,935	\$10,303,299	11.23%	\$6.5290	\$6.9940	7.12%	\$1.2062	\$0.0500	\$8.2502	\$3.2645	\$3.4970	7.12%	\$0.0000	\$0.0500	\$3.5470	\$8,508,900
	Grazing	261,679.31	259,718.14	-0.75%	\$921,887	\$1,024,259	11.10%	\$3.0998	\$3.2757	5.68%	\$1.2062	\$0.0750	\$4.5569	\$1.5499	\$1.6379	5.68%	\$0.0000	\$0.0750	\$1.7129	
South Cascade	Timber	1,135,791.46	1,135,136.80	-0.06%	\$5,639,093	\$6,281,346	11.39%	\$5.0093	\$4.4608	-10.95%	\$1.2062	\$0.0500	\$5.7170	\$2.5046	\$2.2304	-10.95%	\$0.0000	\$0.0500	\$2.2804	\$4,589,726
Western Lane	Timber	791,952.16	791,947.07	0.00%	\$3,503,783	\$3,852,130	9.94%	\$3.7705	\$4.1752	10.73%	\$1.2062	\$0.0500	\$5.4314	\$1.8852	\$2.0876	10.73%	\$0.0000	\$0.0500	\$2.1376	\$2,535,701
SOA TOTALS & AVERAGES	Timber	6,606,710.62	6,620,635.41	0.21%	\$39,533,726	\$43,842,571	10.90%	\$5.6502	\$6.1474	8.80%	\$1.2062	\$0.0500	\$7.4036	\$2.8251	\$3.0737	8.80%	\$0.0000	\$0.0500	\$3.1237	\$34,878,207
	Grazing	468,284.51	464,449.30	-0.82%	\$1,515,193	\$2,586,662	70.71%	\$3.2013	\$3.3573	4.87%	\$1.2062	\$0.0750	\$4.6385	\$1.6007	\$1.6786	4.87%	\$0.0000	\$0.0750	\$1.7536	

EASTERN OREGON																				
Central Oregon	Timber	1,027,174.29	1,014,737.32	-1.21%	\$7,915,236	\$8,825,107	11.50%	\$6.1505	\$7.8599	27.79%	\$1.2062	\$0.0750	\$9.1411	\$3.0753	\$3.9300	27.79%	-\$0.2408	\$0.0750	\$3.7642	\$10,224,180
	Grazing	1,087,170.33	1,077,145.16	-0.92%	\$3,805,333	\$3,818,351	0.34%	\$3.2174	\$3.6483	13.39%	\$1.2062	\$0.0750	\$4.9295	\$1.6087	\$1.8242	13.39%	-\$0.2408	\$0.0750	\$1.6584	
Northeast Oregon	Timber	846,205.07	836,387.78	-1.16%	\$5,279,229	\$5,676,979	7.53%	\$5.4665	\$6.5561	19.93%	\$1.2062	\$0.0750	\$7.8373	\$2.7333	\$3.2781	19.93%	-\$0.2408	\$0.0750	\$3.1123	\$7,360,398
	Grazing	1,089,630.26	1,084,418.73	-0.48%	\$2,331,872	\$2,506,509	7.49%	\$2.1570	\$2.4300	12.66%	\$1.2062	\$0.0750	\$3.7112	\$1.0785	\$1.2150	12.66%	-\$0.2408	\$0.0750	\$1.0492	
Klamath Lake	Timber	1,017,367.10	1,032,512.96	1.49%	\$6,128,023	\$6,954,332	13.48%	\$6.0055	\$6.1704	2.75%	\$1.2062	\$0.0750	\$7.4516	\$3.0028	\$3.0852	2.75%	-\$0.2408	\$0.0750	\$2.9194	\$6,991,185
	Grazing	487,746.70	490,174.05	0.50%	\$1,009,848	\$1,198,703	18.70%	\$1.6408	\$2.0917	27.48%	\$1.2062	\$0.0750	\$3.3729	\$0.8204	\$1.0459	27.48%	-\$0.2408	\$0.0750	\$0.8801	
Walker Range FPA	Timber	180,511.60	180,467.40	-0.02%	\$1,199,692	\$1,336,624	11.41%	\$4.9276	\$6.1713	25.24%	\$1.2062	\$0.0750	\$7.4525	\$2.4638	\$3.0856	25.24%	-\$0.2408	\$0.0750	\$2.9198	\$698,215
	Grazing	2,502.33	2,505.27	0.12%	\$3,169	\$3,512	10.83%	\$0.9247	\$1.2224	32.20%	\$1.2062	\$0.0750	\$2.5036	\$0.4623	\$0.6112	32.20%	-\$0.2408	\$0.0750	\$0.4454	
EOA TOTALS & AVERAGES	Timber	3,071,258.06	3,064,105.46	-0.23%	\$20,522,180	\$22,793,042	11.07%	\$5.6376	\$6.6894	18.66%	\$1.2062	\$0.0750	\$7.9706	\$2.8188	\$3.3447	18.66%	-\$0.2408	\$0.0750	\$3.1789	\$25,273,978
	Grazing	2,667,049.62	2,654,243.21	-0.48%	\$7,150,222	\$7,527,075	5.27%	\$1.9850	\$2.3481	18.30%	\$1.2062	\$0.0750	\$3.6293	\$0.9925	\$1.1741	18.30%	-\$0.2408	\$0.0750	\$1.0083	

STATEWIDE TOTALS & AVERAGES																				Includes Area & Salem
By Land Class Type	Timber	13,183,625.92	13,188,491.02	0.04%	\$74,492,236	\$83,068,395	11.51%	\$5.3070	\$5.8049	9.38%	\$1.2062	\$0.0583	\$7.0694	\$2.6535	\$2.9024	9.38%	-\$0.2408	\$0.0583	\$2.7200	\$83,981,873
	Grazing	3,135,334.13	3,118,692.51	-0.53%	\$8,665,416	\$10,113,737	16.71%	\$2.5063	\$2.7806	10.95%	\$1.2062	\$0.0750	\$4.0618	\$1.2531	\$1.3903	10.95%	-\$0.2408	\$0.0750	\$1.2245	
Combined Total		16,318,960.05	16,307,183.53	-0.07%	\$83,157,652	\$93,182,132	12.05%	\$4.2751	\$4.6907	9.72%	\$1.2062	\$0.0650	\$5.9619	\$2.1376	\$2.3453	9.72%	-\$0.2408	\$0.0650	\$2.1695	

AREA & SALEM BUDGET UNITS*****																				Included in Above Total
Salem Protection Division	Total Acres	16,318,960.05	16,307,183.53	-0.07%	\$8,002,958	\$8,860,427	10.71%													\$10,227,358
Northwest Oregon Area	Total Acres	3,505,657.24	3,503,750.15	-0.05%	\$337,376	\$367,480	8.92%													\$293,688
Southern Oregon Area	Total Acres	7,074,995.13	7,085,084.71	0.14%	\$595,447	\$675,761	13.49%													\$621,771
Eastern Oregon Area	Total Acres	5,738,307.68	5,718,348.67	-0.35%	\$686,078	\$797,206	16.20%													\$717,270

LEGISLATIVE ADOPTED BUDGET (LAB) ALLOCATION COMPARISON				
Other Fund (7100) & General Fund (1120) Combined Totals		FY2025	FY2026	Y/Y Change
	LAB Combined Funds Dollars Allocation	\$73,979,085	\$76,100,855	2.87%
	Fiscal Year Combined Funds Dollars Budgeted	\$83,157,652	\$93,182,132	12.05%
	Budgeted Combined Funds Dollars Over/Under LAB	\$9,178,567	\$17,081,277	86.10%
General Fund (1120) Only Totals	LAB General Fund Dollars Allocated	\$26,569,227	\$27,105,054	2.02%
	Fiscal Year General Fund Dollars Budgeted	\$31,435,845	\$34,767,122	10.60%
	Budgeted General Fund Dollars Over/Under LAB	\$4,866,618	\$7,662,068	57.44%

NOTES

* Agency Admin rate assessed to public landowners, per SB5522 and HB5024A.
** Lands not owned by public entities may not be assessed in excess of 50% of the pro rata cost per acre, per ORS 477.230.
*** Oregon Forest Land Protection Fund additional per private and public acre assessment, per ORS 477.880.
**** Wildfire Protection Act (WPA) passed in 2013, in accordance with ORS 477.777, includes Eastside Rate Relief for private landowners only.
***** Projected Revenue includes all Private, Public, Agreement, and General Fund (WPA included). Dollar amount may be lower or higher than budgeted dollars due to landowner Actual Cost Computation (ACC) carryover debit/credit to collection rates, per ORS 477.232. Salem and Area revenue also included as these costs are built into district budgets.
***** Area and Salem data is only for reference. Areas and Salem do not show their own rates as their budgeted rates are included in each of the district rates. Area and Salem budgeted dollars are only for reference, as budget numbers are part of each district's budgeted numbers.

AGENDA ITEM 8
Attachment 1
Page 1 of 1

FY26 Protection BOF Budget Summary

Coos Forest Protective Association

DIRECTORS

JIM CARR
IAN THOMPSON
JEFF MILLER
JASON RICHARDSON
NICK WINNER
TIM TRUAX
CHARLIE WATERMAN
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63612 Fifth Road

Coos Bay, Oregon 97420



TELEPHONE
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FAX
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May 15, 2025

Kate Skinner, State Forester
2600 State Street
Salem, Oregon 97301

RE: Support House Bill 3940 – Wildfire Funding

State Forester Skinner:

As the President of the Coos Forest Protective Association, I'd like to inform you of our concerns regarding Oregon's current wildfire funding model and encourage you to support HB3940. Oregon's current funding system is no longer sufficient to meet the demands of today's wildfire crisis, and needs to change to ensure that the Oregon Department of Forestry (ODF) and the three operating Forest Protective Associations (FPA) can continue to provide an adequate level of protection and maintain Oregon's complete and coordinated fire protection system.

Oregon's complete and coordinated fire protection system is the premier firefighting system in the United States. This public/private partnership relies on costs being allocated fairly to those who benefit from the complete and coordinated system. This is accomplished by each operating and non-operating FPA analyzing performance, capacity, and determining an adequate level of protection for their respective districts, then approving a fiscal budget that supports that level of fire protection.

The intent behind the laws in ORS Chapter 477 that govern these processes was for landowners to pay for adequate protection at the local level. The intent was never for ratepayers to provide an adequate level of funding for ODF's administrative functions at the Salem or Area level, costs which ballooned two years ago with the passage of SB762 and again this year by another 40%. There is no other example in Oregon's system where state agencies pass along their administrative costs to ratepayers. It is these costs that are contributing to the financial burden put on landowners at a pace that far exceeds a landowner's ability to recoup costs from those lands. HB3940 would remove these costs from district budgets as well as redirect other landowner dollars to district budgets. This will provide some rate relief and bring the system more into alignment with the original intent of the forest laws.

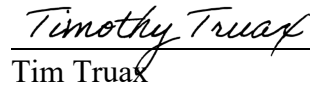
Oregon's current funding model was created during a time when the threat and impacts of fire were mainly limited to forest landowners directly, and the cause of large, costly fires was frequently caused by forest operations. Forest operation-related ignitions over the last several decades have been drastically reduced with newer technology. There were zero fires caused by forest operations during the 2023 and 2024 fire seasons on the CFPA district. Currently, the

leading causes of fire ignitions on the Coos Forest Protective Association (CFPA) protected lands are directly related to the general public.

While fire ignitions from landowner activities have been decreasing, fires resulting from public and natural ignitions have been wreaking devastation on a scale not seen since the formation of organized firefighting systems. Last year alone, over 1.9 million acres burned across all jurisdictions in Oregon, a record that has been broken multiple times over the last 10 years. Over the last decade, we've seen fires that have turned cities into ashes and threatened major metropolitan areas. Fires have sent unhealthy air to every corner of the state and threatened the watersheds that provide clean water for our cities and communities. These fires have had a significant impact on wildlife, recreation, and tourism, and have threatened what Oregon is known for: our forests. It is truly an all-Oregonian problem. HB3940 provides funding options to make paying for large fires an all-Oregonian solution, and provides a fund to ensure ODF and the FPAs have enough money available to pay their contractors for the work they do on these large incidents.

The Coos Forest Protective Association has been providing fire protection in Oregon since 1910. We have a passion for protecting Oregon's forests and communities, and that is why we are encouraging your support of HB3940.

Respectfully,



Tim Truax
President, Board of Directors
Coos Forest Protective Association

Kate Skinner
Interim Oregon State Forester
OR Dept. of Forestry
2600 State Street
Salem, Oregon 97310

May 15, 2025

Dear Ms. Skinner:

Your Northwest Oregon Forest Protective Association sends you this letter to honor our Association's lengthy history of cooperation – in our mutual aid corporate relationship – between the Oregon Department of Forestry (ODF) and the Astoria, Forest Grove and Tillamook Districts. We appreciate ODF's continued participation in our mutual aid corporation and your Fire Protection Division's defense of our public and private lands in Northwest Oregon from wildland fire.

We thank you, the State Forester, all ODF leadership and especially the dedicated employees that make the complete and coordinated fire protection system – WORK. *Thank you!*

The Northwest Oregon Forest Protective Association held our annual budget meeting on April 2, 2025. After collegial discussion we unanimously passed our Patrol Assessment budget. As chairperson, I wish to share the following in the spirit of continued cooperation and improvement.

- I appreciate the ODF's commitment to cost containment and ask that commitment continue strongly into the next biennium. Overhead costs from Salem and post-session personnel costs are *wildcards* making budget planning difficult for our Association.
- The geographical landscape of Oregon fire is changing. Our District is experiencing more small fires. Also, please consider the timing, geographic location and size of fires as you deploy severity resources and pre-deploy resources during late-season east-wind events.
- Employee hiring, retention and growth are three key concerns for ensuring we have an elite team. Salem policies must support recruiting, training and developing the *current and next generation* of wildland firefighters.
- State budget woes that penalize *must be avoided*. Our key resources are ODF personnel, our relationships and our commitment to Oregon's lands. We work better together than apart. Please work to keep our unique fire protection system functioning smoothly in 2025 and beyond.

I would be happy to answer any questions and can be contacted at 503-910-4434.

Sincerely,

Kathryn A. VanNatta
Northwest Oregon Forest Protective Association Chairperson

Klamath Forest Protective Association

PRINCIPAL PLACE OF BUSINESS

KLAMATH FALLS, OREGON

ORGANIZED TO PROMOTE COOPERATIVE FOREST PROTECTION

May 23, 2025

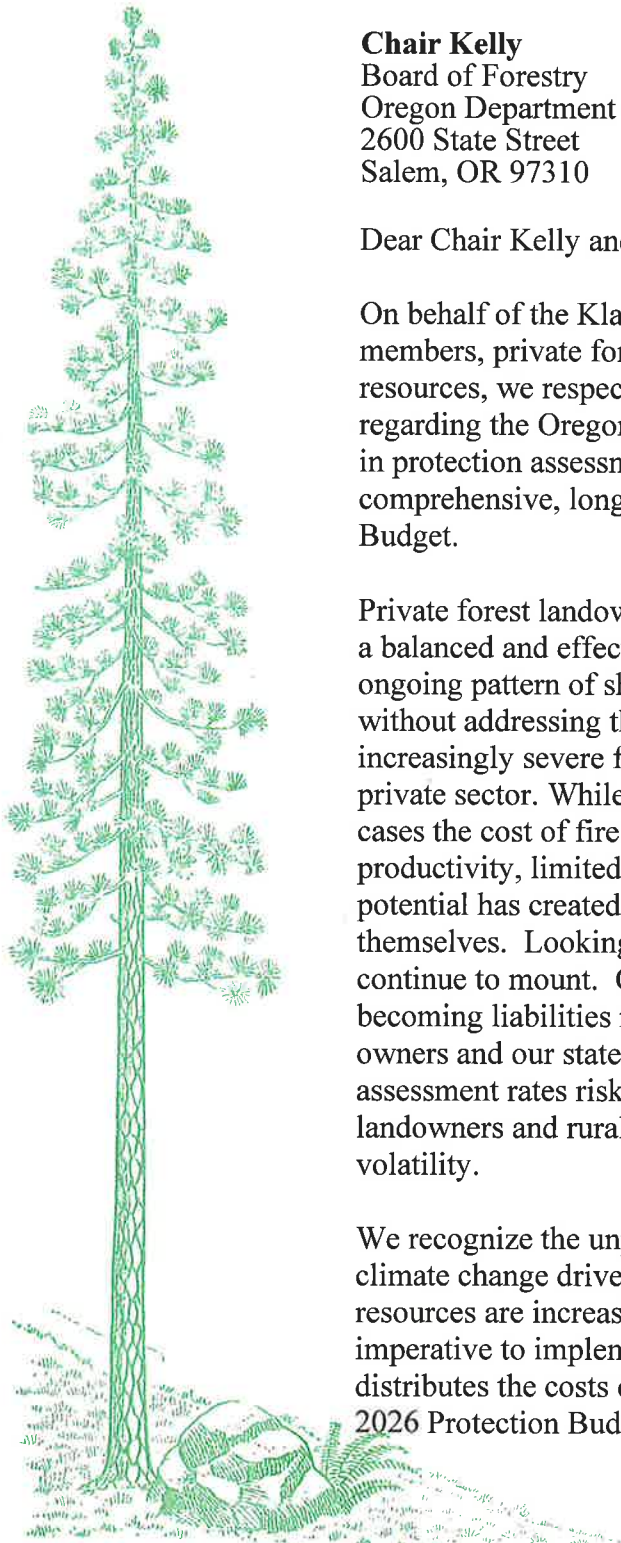
Chair Kelly
Board of Forestry
Oregon Department of Forestry
2600 State Street
Salem, OR 97310

Dear Chair Kelly and Members of the Board,

On behalf of the Klamath Forest Protection Association (KFPA) and our members, private forest landowners and stewards of Oregon's natural resources, we respectfully submit this letter to express our deep concern regarding the Oregon Department of Forestry's (ODF) proposed increases in protection assessment rates and to underscore the urgent need for a comprehensive, long-term fire funding solution in the 2026 Protection Budget.

Private forest landowners have long partnered with the State in supporting a balanced and effective wildland fire protection system. However, the ongoing pattern of shifting fire suppression costs toward landowners without addressing the systemic fiscal imbalance exacerbated by increasingly severe fire seasons has placed an unsustainable burden on the private sector. While every landowner's situation is different, in most cases the cost of fire protection especially on the eastside with low productivity, limited logging and milling infrastructure, and high wildfire potential has created conditions where the acres may not pay for themselves. Looking ahead, this trajectory becomes worse as costs continue to mount. Our timberland and grazing assets are quickly becoming liabilities rather than the assets they could and should be for the owners and our state as a whole. The recent proposals to raise protection assessment rates risk further eroding that partnership, especially for small landowners and rural communities already grappling with economic volatility.

We recognize the unprecedented challenges ODF faces, particularly as climate change drives longer, more destructive fire seasons and state resources are increasingly strained. However, this makes it all the more imperative to implement a durable funding framework that equitably distributes the costs of wildfire readiness, suppression, and resilience. The 2026 Protection Budget must reflect a holistic strategy, one that secures



Klamath Forest Protective Association

PRINCIPAL PLACE OF BUSINESS

KLAMATH FALLS, OREGON

ORGANIZED TO PROMOTE COOPERATIVE FOREST PROTECTION

stable public investment, leverages federal partnerships, and reaffirms the shared responsibility model that has guided Oregon's fire protection system for decades.

We stand ready to collaborate with the Department, lawmakers, and fellow stakeholders to pursue a solution that ensures a resilient, fair, and sustainable future for Oregon's forests and the communities that depend on them.

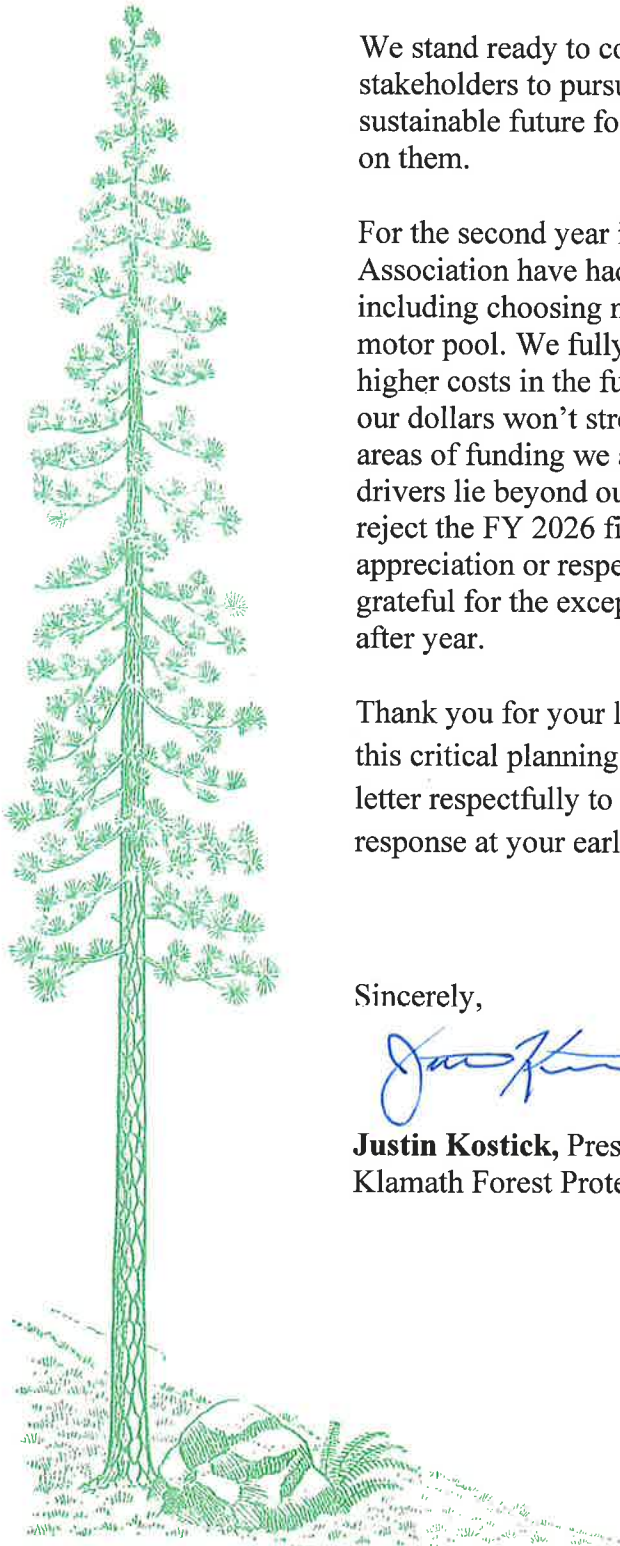
For the second year in a row, the Klamath-Lake District and the Protective Association have had to make difficult decisions for this budget cycle, including choosing not to fund essential maintenance projects and our motor pool. We fully recognize that postponing maintenance will lead to higher costs in the future, and that delaying motor pool investments means our dollars won't stretch as far later on. These though, are among the few areas of funding we actually have control over, as most major budget drivers lie beyond our influence. To be absolutely clear, our decision to reject the FY 2026 fire protection budget in no way reflects a lack of appreciation or respect. On the contrary, we deeply value and are sincerely grateful for the exceptional work the Klamath-Lake District delivers year after year.

Thank you for your leadership and for considering our perspective during this critical planning period. The KFPA Board of Directors submits this letter respectfully to you and the Board of Forestry. We request a written response at your earliest convenience.

Sincerely,



Justin Kostick, President
Klamath Forest Protection Association



Klamath Forest Protective Association

PRINCIPAL PLACE OF BUSINESS

KLAMATH FALLS, OREGON

ORGANIZED TO PROMOTE COOPERATIVE FOREST PROTECTION

May 23, 2025

Kate Skinner

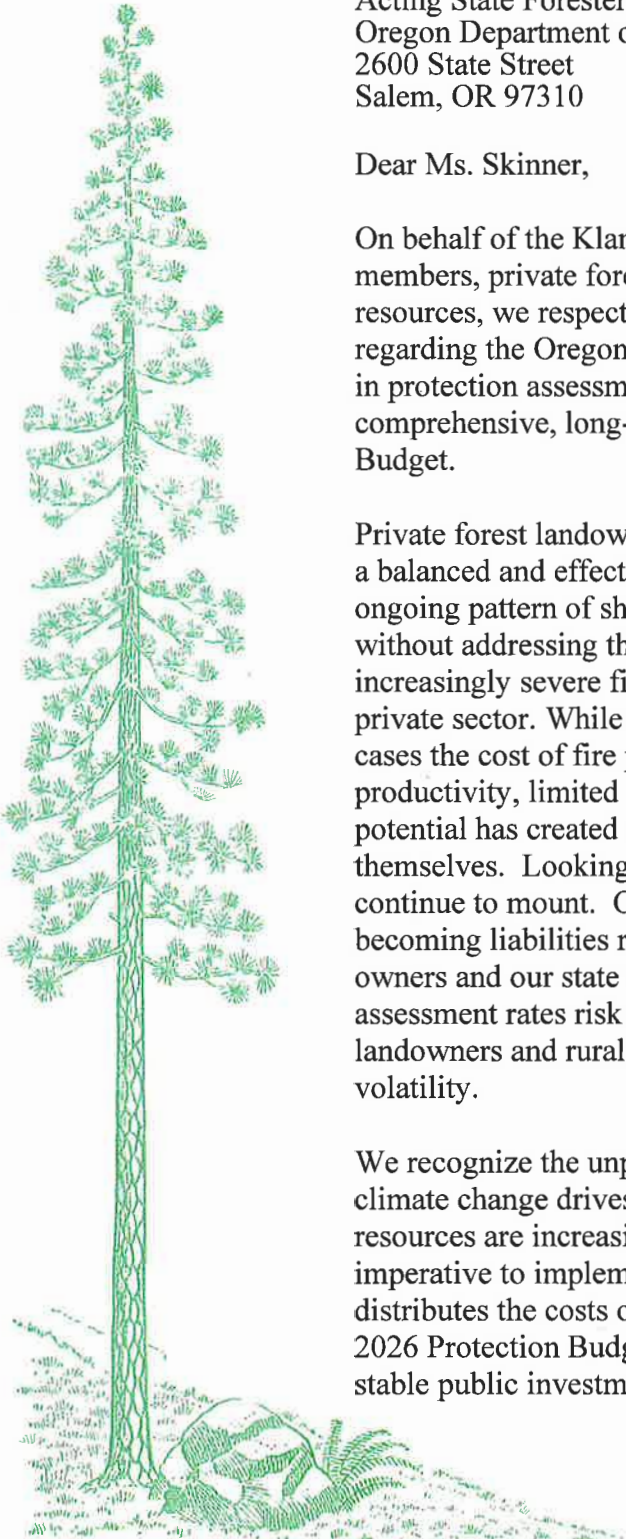
Acting State Forester
Oregon Department of Forestry
2600 State Street
Salem, OR 97310

Dear Ms. Skinner,

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We recognize the unprecedented challenges ODF faces, particularly as climate change drives longer, more destructive fire seasons and state resources are increasingly strained. However, this makes it all the more imperative to implement a durable funding framework that equitably distributes the costs of wildfire readiness, suppression, and resilience. The 2026 Protection Budget must reflect a holistic strategy, one that secures stable public investment, leverages federal partnerships, and reaffirms the



Klamath Forest Protective Association

PRINCIPAL PLACE OF BUSINESS

KLAMATH FALLS, OREGON

ORGANIZED TO PROMOTE COOPERATIVE FOREST PROTECTION

shared responsibility model that has guided Oregon's fire protection system for decades.

We stand ready to collaborate with the Department, lawmakers, and fellow stakeholders to pursue a solution that ensures a resilient, fair, and sustainable future for Oregon's forests and the communities that depend on them.

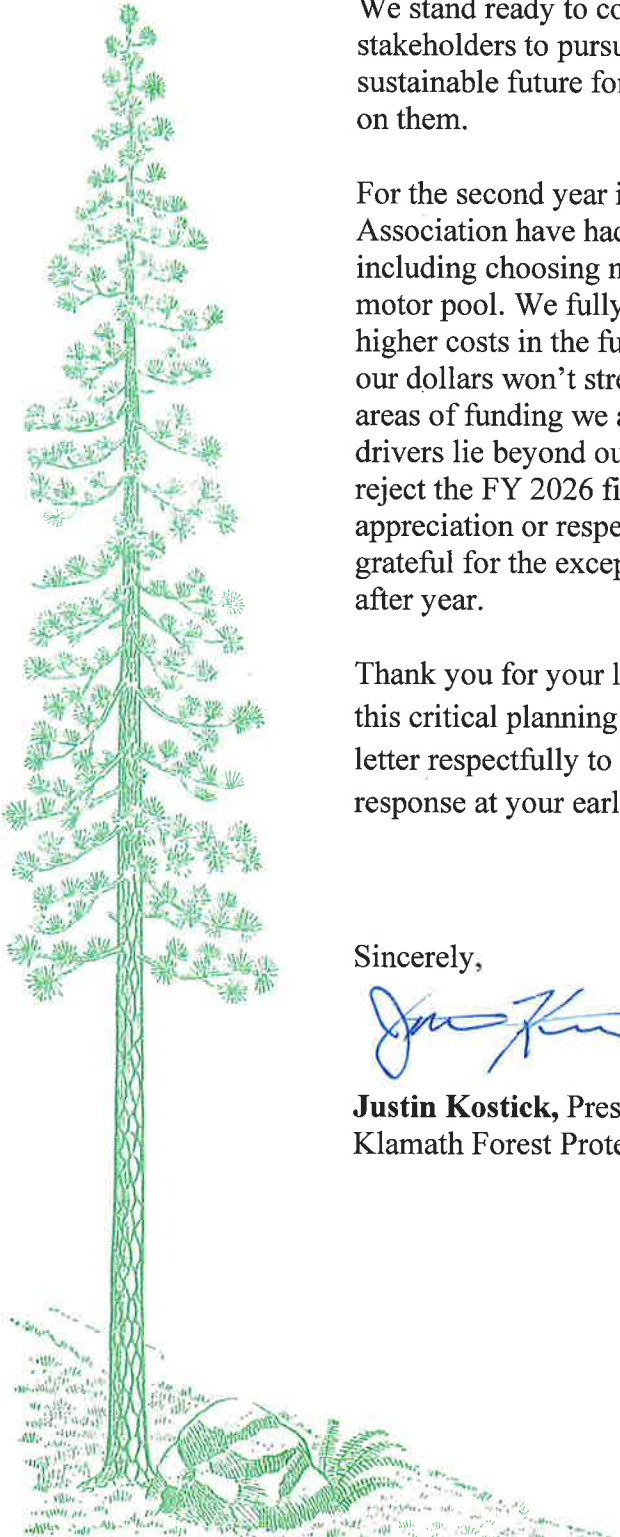
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Thank you for your leadership and for considering our perspective during this critical planning period. The KFPA Board of Directors submits this letter respectfully to you and the Board of Forestry. We request a written response at your earliest convenience.

Sincerely,



Justin Kostick, President
Klamath Forest Protection Association



ROGUE FOREST PROTECTIVE ASSOCIATION

5286 Table Rock Road Central Point OR, 97502
(541) 664-3328 FAX (541) 664-4340

Officers:

President:
Darin McMichael

Vice President:
Brian Bradac

Sec.-Treas.:
Mike Meredith

Directors:
Mike Backen
Ed Fallon
Mikaela Gosney
Todd Marthoski
Darin McMichael
Jeremy Kennedy
Justin Kostick
Whitney Henneman
Mike Meredith
Brian Bradac
Tom Young

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Dave Larson
Jeremy Delack
Chad Washington

District Forester
Dan Quinones

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Chinook Forest Mgt.
FWS Forestry
Green Diamond
Manulife Investment Mgt.
Josephine Co. Forestry
Lone Rock Timber Co.
Miller Ranch
Murphy Timber Invest.
Silver Butte Timber Co.
Siskiyou Cascade Group
Snowy Butte Timberlands
Stanley Ranch

Members of:
Keep Oregon Green
OFIC Protection
Committee

May 13th, 2025

Chair Kelly and Members of the Oregon State Board of Forestry
Oregon Department of Forestry
2600 State Street
Salem, OR 97310

The Rogue Forest Protective Association (RFPA) would like to inform you of our concerns regarding the 2026 Protection Budget for the Oregon Department of Forestry Southwest Oregon District, serving primarily Jackson and Josephine counties. Once again, the landowners in Southwest Oregon are facing the challenge of the steadily increasing cost of wildland firefighting and daily business in this extremely fire-prone district. We have hoped for some relief to come from legislative efforts at the State level.

The Southwest Oregon District's fiscal year 2026 budget comes out to \$14,320,811. This is an increase of \$2,050,681 (+16.7%) over FY 2025. The increases to the District's budget out pace those of neighboring districts in Southern Oregon and historically the fiscal budget has not generated enough revenue to keep up with the cost of providing an adequate level of protection, and with this process complete, it's another example of the inadequacies of this funding structure.

Overall, costs are increasing across the board; Services & Supplies and Transfers increased by \$784,354 (+18.47%), Motor Pool increased by \$376,607 (+37%), RSU/Telecommunications increased by \$124,391 (+28%) and Salem Fire Management costs increased \$365,042 (+40%). These additional costs bring no additional capacity and the District has made no changes to our level of protection in Southwest Oregon.

The RFPA Board of Directors all stand in agreement that rising costs of wildland firefighting is an issue that needs to be addressed immediately by the Department of Forestry and its Board. The dramatic changes in wildfire over the last decade and the costs to provide an adequate level of protection on this District cannot be carried by landowners if rates continue to increase at these rates; a change in fire funding is needed. Wildfire affects all Oregonians, and we believe a long-term, equitable funding fix is becoming overdue. The RFPA Board approved the 2026 Budget 7 votes for and 4 against. We want to emphasize that all members support the tireless work this District does to protect its communities and our valuable resources. Members voting No could no longer support the current wildfire funding system where costs continue to increase uncontrollably with no end in sight.

The RFPA Board of Directors submits this letter respectfully to you and the Board of Forestry. We do request a written response at your earliest convenience.

Sincerely,



Darin McMichael, President
Rogue Forest Protective Association



4690 Highway 20
Sweet Home, Oregon 97386
541-367-6108

President:

Caleb Brown

Frank Timber Resources, Inc.

Vice President:

Bruce Gibeau

Giustina Resources, Giustina
Woodlands & Lost Creek Timber

Treasurer/Secretary:

Stacey Whaley

Linn County Parks

Directors:

Aubrey Brandis

Campbell Global
Franklin Clarkson Timber

Milt Moran

Cascade Timber Consulting, Inc

Lauren Parks

Fun Forest LLC

Cary Hart

Giustina Land & Timber Co.

Scott Melcher

Shadow Lane Timberlands

McKenzie Bredemeyer

Sierra Pacific Industries

Christy Tye

Small Woodlands

Randy Hereford

Starker Forests, Inc.

Richard Wolfenbarger

Weyerhaeuser Company

Advisory Directors:

ODF Area Director (SOA):

Bureau of Land Mgt:

US Forest Service:

Army Corp of Engineers:

Oregon Forest
Industries Council:

Keep Oregon Green Association:

ODF:

District Forester:

Chris Cline

5/29/2025

Chair Kelly and Members of the Oregon State Board of Forestry
Interim State Forester Kate Skinner
2600 State Street
Salem, Oregon 97310

Linn Forest Protective Association (LFPA) has been representing landowners within Linn County since 1911. We have been working hand in hand with South Cascade District staff to develop an adequate level of protection and maintain Oregon's complete and coordinated firefighting system. The private/public partnership between Oregon Department of Forestry (ODF) and local landowners is vital to this systems success over the years.

LFPA is in full support of effective wildfire protection. However, the current funding structure is increasingly unsustainable and inequitable. HB 3940 presents a balanced and long-overdue reform that provides meaningful relief while maintaining Oregon's commitment to a complete and coordinated firefighting system. HB 3940 will bring a more simplified and fair approach to wildfire funding. It will involve all Oregonians, not just landowners inside protection district boundaries.

Some highlights of what HB 3940 will do:

- Redirecting landowner funds to local protection districts, assuring funding for fire suppression where we live and operate.
- Removing landowner responsibility for the cost of large conflagrations, which are increasingly sparked on federal lands.
- Eliminating ODF administrative cost burdens from landowner bills.

Crucially, HB 3940 also acknowledges that large wildfire costs are not solely the responsibility of forestland owners. The bill encourages the identification of broader, more sustainable revenue sources that treat wildfire response as a statewide obligation. LFPA members believe this all-Oregonians approach is critical as wildfire risk becomes increasingly widespread and complex. We encourage you to support HB 3940, a more inclusive wildfire funding structure for all Oregonians.

Respectively,

Caleb Brown
Linn Forest Protective Association - President

Clackamas-Marion Forest Protective Association

39486 S Cooper Rd
Molalla, Or 97038
roger@rwbeyer.com
503-519-5285

May 29, 2025

Kate Skinner

Interim State Forester
Oregon Department of Forestry
2600 State Street
Salem, OR 97310

Dear State Forester Skinner,

I am writing to express our concern regarding the increasing financial burden placed on forestland owners for wildfire protection. While our board approved the proposed district budget this year, it was not without many questions and concerns. As forestland owners, we fully support effective wildfire protection. However, the current funding structure is increasingly unsustainable and, without structural changes to how we fund wildfire protection, it will continue to become more inequitable.

Oregon needs comprehensive changes to how our wildfire fighting system is funded and at this time we see HB 3940 as the only viable alternative on the table. It presents a balanced and long-overdue reform that provides meaningful relief while maintaining Oregon's commitment to wildfire preparedness and response. As a member of the task force that worked on this issue for the past year, I know how difficult this issue is to solve. I urge your office to support the passage of HB 3940 and help advocate for a wildfire funding system that is fair, modernized, and sustainable for all Oregonians.

In addition to the annual district budget and what is happening in the legislature, I would like to bring up a few other issues that our association is concerned with.

First, I would like to thank the department for including the funding for a new office complex in Mehama. As we approach the five-year anniversary of the office burning, our board has concerns of both the pace of the rebuild and the cost. I know the district staff has been doing what they can to reduce the cost of the project, but the potential of having district rates increasing for annual costs plus funding the cost of a new building complex, above the insurance payment, has many of us very concerned. Additionally, the cost increase due to the delays and the cost of renting alternative space has some of us wondering if there will be any insurance money left to pay for the rebuild.

Next, we would like to highlight the issue of staffing for the department, the northwest area and our district. I know you are aware that the northwest area, including our district, will have four

interim district foresters this year during fire season. While each of these interim foresters are qualified to do the job, having 80% of the area forests under interim leadership is concerning.

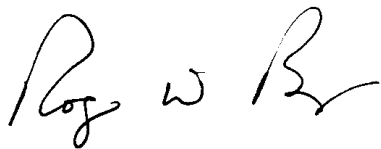
We also cannot help wondering what this means for the overall state ability to respond to large fires, should they occur. We know that at times in the past years the department has had difficulty filling incident command teams, and I know our landowners will be very hesitant to have our interim district forester leave the district this year during times of high fire danger. I would assume landowners in other districts with interim district foresters may feel the same.

We also recognize the staffing issue is not an ODF problem alone. At our annual meeting we heard from federal and local agencies that they too are having difficulty maintain full staffing levels. I wish I could say we have a solution for the problem, but at this time we just wanted to bring the problem to your attention and hopefully we will collectively find a way to address the issue soon.

Finally, the issue of public (non ODF paying) caused fires continues to be a large problem, especially for our districts near the metro area. Debris burning, motorists and recreation fires continue to increase despite the efforts of Keep Oregon Green and others who are working to spread the message of fire safety. We encourage your staff to continue to work for solutions on this problem as what we have been doing doesn't seem to be achieving the desired goals.

In closing I would like to thank you for your leadership and for your ongoing commitment to our state's forests and rural communities. I also ask that you continue to work toward an all-Oregonians approach to solving and funding our wildfire problem. This is critical as wildfire risk becomes increasingly widespread and complex.

Sincerely,

A handwritten signature in black ink, appearing to read "Roger W. Beyer". The signature is fluid and cursive, with the first name "Roger" being the most prominent.

Roger Beyer
President, Clackamas-Marion FPA



EASTERN LANE FOREST PROTECTIVE ASSOCIATION

3150 MAIN STREET
SPRINGFIELD, OR 97478

(Incorporated)

President:

Ted Reiss

Giustina Land & Timber Co.

Vice President:

Kenny Rose

Giustina Resources

Secretary:

Mark Willhite

Sierra Pacific Industries

Treasurer:

Dylan Johnson

Weyerhaeuser Company

Directors:

Susan Fricke

Eugene Water & Electric Board

Will Hansen

RDK Land & Timber, LLC

Shane Uffelman

Franklin Clarkson

Advisory Directors:

ODF Area Manager:

Dave Larson

ODF District Forester:

Chris Cline

ODF Unit Forester:

John Flannigan

*NW Oregon Interagency
Fire Management:*

Eric Risdal

Or. Forest & Ind. Council:

Chad Washington

Keep Oregon Green Assn:

Kristin Babbs

Army Corp. of Engineers:

Christie Johnson

May 28, 2025

Kate Skinner

Interim State Forester

Oregon Department of Forestry

2600 State Street

Salem, OR 97310

Dear State Forester Skinner,

I am writing to express concern regarding the increasing financial burden placed on forestland owners for wildfire protection and to encourage your support for the passage of **House Bill 3940** during the upcoming legislative session.

At the South Cascade District of ODF the annual gross cost of providing an adequate level of protection has increased 27% in three years. These costs are in addition to the significant contributions large and small landowners make in preparation for fire season by maintaining access, improving water availability, conducting fire training, and maintaining firefighting tools such as dozers, engines, tenders, communication and personal gear.

I stand by the following statement I made in a letter to Cal Mukumoto last year (*attached for reference*):

"In brief, the members of ELFPA believe the time has come to renovate the complicated funding model in place to provide for fire prevention and protection. A new funding and operations model must be centered NOT ONLY on providing service to all residents of the State of Oregon. A new funding model must be centered on securing funding from all recipients of the excellent prevention and protection efforts rendered each year by the Oregon Department of Forestry and all partners who engage in these exceptionally important endeavors."

HB 3940 is the best option to modernize the wildfire funding model that includes modest increases in costs for landowners, a shift in funding from the forest products harvest tax, and garnering support from previously untapped sources of revenue. Recent fire seasons have required extraordinary efforts from ODF and landowners. Changes to the funding model are required to meet the challenge.

Thank you kindly for your efforts on our behalf.

Ted Reiss - President

Transcript

May 1, 2025, 8:00PM

RO **RICTOR Dauna * ODF** 0:04

Yeah, she was just doing it when you're ready.

All right. Good afternoon.

My name is Rob Penzer and I serve as the Oregon Department of Forestry District Forester for the Central Oregon district.

Today I'll be serving as the hearing Officer receiving comments on behalf of the Oregon Department of Forestry on.

FY26 Physical year budget for the Central Oregon District.

The hearing is designed to listen and record any comments from the public and not to answer additional questions at this time.

The public hearing will be recorded and I will present a report to the department at the conclusion of the public hearings scheduled today.

Each person will be allowed a maximum of three minutes to provide testimony.

The hearing will conclude at 2:00.

This hearing is now in session as being recorded to maintain a permanent record.

Today's Wednesday, May 1st.

1st and the time is 1:01.

As hearing Officer, I will provide a report to the department containing responses recorded during this public hearing. The department will then forward the oral and written testimonies during the public comment period onto the Board of Forestry.

This hearing today is only the opportunity to provide oral testimony written.

Testimony will be accepted by e-mail.

Haley Hughes.

Haley Hughes at ODF.

Oregon Gov.

And we can provide that e-mail to see if you if you need it.

Through 50 clock PM May 7th, 2024 written testimony will also be accepted via mail address to the state Forester PO Box 546, John Day, Oregon 97846.

Mail must be postmarked at 5:00 PM May 9th, 2024.

Comments received or postmarked after that time will not be reviewed or considered by the department unless the department decides to extend the public comment

period for everyone.

If you would like to provide comment at this time, please let us know by raising your hand or by turning on your camera.

I will begin taking comments now. When your name is called, please unmute your device and turn your camera on. If you are able, state your name address for the record. If you represent an organization, please state the organization's name.

You may then present your comments once finished, Please remember your device and turn off your camera.

Rick Fletcher will be assisting me when calling for comments.

Rick, do we have anyone wishing to provide comments?

Go to Kristen.

Do you have anybody wishing to provide comment in the Dow?

DO **DODD Kristin * ODF** 2:26

No, no oral testimony from the Dallas unit right now.

RO **RICTOR Dauna * ODF** 2:31

And received written testimony from one night and represented in that unit.

DO **DODD Kristin * ODF** 2:37

Correct.

RO **RICTOR Dauna * ODF** 2:39

OK. Going to John day. Dustin, do you have anybody there that would like to provide testimony?

GO **GUSTAVESON Dustin * ODF** 2:45

We do not have anybody in John Day.

RO **RICTOR Dauna * ODF** 2:48

I didn't see no others online.

We'll move here to Prineville.

We'll start, Roy, if you're willing.

All right, let's put this in. Just oral. Correct and you can submit written words.

It is all when I'm done I can submit it. I don't have to e-mail it to Haley.

I'll hand it to her, alright?

My name is Roy Beyer. My wife and I own Wind Down Ranch LLC at 6500 NE Makai Creek Rd. Prineville, OR.

Yes, our ranch consists of a little over 2000 acres of either forest or grazing classified acres for the state of Oregon. ODF Fire patrol assessment.

We've managed these forested acres by Denning and junior for cutting to reduce the wildfire potential hazard. Wildfire hazard potential.

We also have a herd of cows and cattle and graze the property property to reduce the grasses and find fire fuel levels.

For a number of years, the assessment rates were relatively stable with some slight increases and decreases due to the previous year fire activity, which affected the local district budgets. With the passage of Senate Bill 762, the additional staffing hires and budget transfers to the Salem O.

Office required by this legislation has resulted in a cumulative of annual budget and assessment rate increases.

By the cod of 58%.

And over the last three years.

For the fiscal year 2026 ODF district budgets without passage of a new fire funding bill, there is no increase in proposed state general fund monies to cover these extra budget dollars.

These increases are being passed to the private land owners in Central and Eastern Oregon to fund those seventh Senate Bill 762 required expenses and extra firefighting costs.

This is not fair and acceptable to the local land owners.

Private 4th liners like myself cannot afford to 58% increase in fire patrol costs that the legislature and the Oregon Department of Forestry have proposed for the 2026 budget year.

Our private forests in Central Oregon have almost no monetary stumpage value due to low delivered log prices for ponderosa pine and the high transportation costs because of no local log processing. Mills in Central Oregon.

The benefits that come from keeping these forests green come as carbon sequestration, Fish and Wildlife habit, clean air and water aesthetics, and keeping working lands working and not in new home subdivisions.

These are basically public values and benefit all word onions.

The Oregon Department of Forestry Fire. Am I on the clock? You're good.

The Oregon Department of Forestry, Firefighting and Protection Division required funding should be continued to be funded by all Oregonians and the Oregon State Legislature needs to identify a new and equitable way to provide the funding resources to protect these public values. If they do not, then private fore.

Ownership in Central Oregon will be reduced to small acres and a lot more new homes in the forested areas.

Yes.

As a budget Committee member of the Central Oregon District of ODF and a dues paying member of the East Oregon Forest Protection Association, I voted no twice to the approval of the Central Oregon District Fire Protection Fiscal Year 2026 budget. The increasing fire funding budgets are an Oregon problem that is being passed on to the forest and grazing land owners and all Oregon funding solution needs to be proposed and passed.

To cover this Oregon problem, thank you for your time and consideration, Roy Butter.

You need a copy of this ayeck.

Ross, I do see you online.

I am gonna go to the 1st and then I'll make sure that you get the ability to provide testimony as well, so.

R **ross** 6:55

Sure thing.

Thank you.

RO **RICTOR Dauna * ODF** 6:58

Good afternoon.

I'm John breeze.

My wife and Lynn and I ranch out of prime going, Kirk County.

I'm a member of the East Oregon Forest Protective Association.

We recognize that the unit district foresters have a strong ethic and protection of our timber and range.

They are dedicated and strive to do their best for the public.

They serve as good stewards of the grazing and timber.

We also recognize the need to pay our fair share of the cost to protect our private land.

In East Oregon for Protection association and I'm a representative, our assessment costs per acre going up in Eastern Oregon districts. The ability of these lands to pay for themselves continue to diminish in light of loss of local mills, inflation, increasing business taxes, cost of goods, transportation and many.

Other factors that make keeping.

Forest lands as forest lands.

A losing proposition.

Cook County, as is central and Eastern Oregon, may be coming out of drought, but many ranchers like us may still have reduced cattle numbers.

But the grazing assessment goes up regardless of income stream.

Timber management is even worse on our 200 thousand 2000 plus acre timber.

Ground trees are still dying from heat and moisture stress. Even if we can get a mill delivery purchase order logging costs.

Are higher than mills are willing to pay for Pond Rosa Pond?

They have almost no management options yet we face a deeper increasing timber assessment. This is not sustainable for us as a ranch family. For the last 10 years.

Our forest Daniel Basil area growth per acre has been less than increased annual per acre.

Odf fire assessment rate.

This is before the SB672 offset.

Could have been added at to our assessment.

Many Central Oregon and Eastern Oregon.

Small woodland forest owners occupy lower class timber ground and therefore don't have the potential to go productive timber to compensate the steady increase of the assessment rate. The assessment rate is going up faster than we can grow trees.

We have got to where it is no longer profitable to produce timber on these lands in Central and Eastern Oregon. If we can't raise forest land sustainably.

Under these current conditions, how can the state expect there to be forest land for future generations?

The Forest protective districts recognize and support a need for increased fire capacity statewide. That was predicated on the idea that land owners would wouldn't be asked to show that the extra financial burden ODF district budgets were not approved by local forest protective associations.

This will be almost unprecedented that all associations E the cascade or disapprove the proposed district budget.

In the legislature this year, several proposals to increase funding to offset fire funding. Most of these proposals are short term fixes and not tied to inflation. Even if funding is provided by one more proposed measures in a very few years, we will be back to the same problem.

Of underfunding ODF fire budgets.

We need a different approach to fire the wildfire threat timber and rangeland and central and Eastern Oregon must have the infrastructure incentive to actually manage our range, lands and forests to mitigate exposure to large and uncontrolled fire.

There is not enough government grant money to merely treat private grass range lands in thin forest in order to stop large fires.

Set the ODF district level.

We need a better way for land owners to manage their property.

We need mills, biomass plants and tax incentives to implement practices that work to stop these large extinction fires.

We need the state of Oregon to bring pressure on the Federal Forest Service to get serious about sustainable forest practices.

Pressure has to be applied for yearly allowable harvest on each.

Forest and Central and Eastern Oregon. That is the only way that investment mill infrastructure can happen in this region of the state.

We ask with the continued recognition that wildfire is a statewide problem addressed by a statewide collision, respectively. John and Lynn Breeze, Dixie Meadow Company, 3315 SE Poland highway, prideville.

Thank you, Joan.

I'll take it.

Roy will will move to you there.

Ross. Oh, sorry, my apologies.

I saw that little action.

R **ross** 12:16
Lloyd, huh?

RO **RICTOR Dauna * ODF** 12:17
Sorry, sorry, Ross.

R **ross** 12:21

OK.

Well, that was very you guys had had it very well prepared there.

I'm probably not as well prepared as but you. But you know my opinion.

And so I just go on and you know.

What? What? I guess what needs to go back before the state is our our rates have climbed a large percentage over the last three years and years before that. I think I I mentioned that before in a letter.

These costs that are passed to the private land owners need to be shared statewide in some in some fashion.

The land owners pay their fair share.

I I think that the land owners, by paying their fair share have a little bit of skin in the game, but that skin in the game is getting to be too much with the dollar 58 grazing and 368. If I got it right, Rob.

You know, you spread that amount over large acres, even small acres, but large acres, it adds up faster.

And as John had spoke about, you know it's driving.

It's driving these families out who make their living on this land.

These prices don't sustain in any way possible with an east side timber market.

There's no economic value for a majority of these trees that we have out here.

Which state law requires that we protect?

Umm.

You know, just because of our geographic location, there's no mills.

It's high freight cost and if we were to find a timber market of some kind, there wouldn't be much left over by the time we got done paying our taxes.

And with that being said, after last year's large fires, you know, we burned up half of our timber timber that it was hard enough to pay the the rate to protect. And there was actually something there that we were wanting to protect.

Now that that's.

Now that that's dead, it's.

You know, it's got absolutely no market value at this point.

And of course, the state law requires that we fight nuisance fires.

But it's been my experience and and kind of my opinion now when I look around a lot of that ground that's burnt, whether we're paying a timber rate or whatever rate we're paying at this stage of the game, what's it gonna hurt to let those things burn?

They all burned up last year, so it's really hard to pay attax especially high tax.

On.

On ground that's hardly worth protecting at this point.

So with that being said, I you know, I I understand that that probably is the dollar amount which we need in order to conduct business as we've planned to do with this coming year.

However, it's not sustainable and private land owners and family farms can't stomach all this burden.

Thank you.

RO **RICTOR Dauna * ODF** 15:22

OK.

Thank you, Ross. We appreciate that.

Seeing nobody else here in Prineville all ask the Dallas one more time.

Is anybody arrived for providing comment?

DO **DODD Kristin * ODF** 15:35

Further comment from the Dallas.

RO **RICTOR Dauna * ODF** 15:39

And moving again to John Day there with Dustin.

GO **GUSTAVESON Dustin * ODF** 15:44

Yeah, there's nobody in John Day.

RO **RICTOR Dauna * ODF** 15:48

All right.

Well, thank you everybody for coming today.

Appreciate you following through and allowing us the opportunity to provide this comment to the Board of forestry.

It's all part of the process for sure.

The next steps.

Or if you would like to appeal to the Board of forestry and that you have a 30 day window to do that from from today, next 30 days to do that, it will allow you the opportunity to speak in front of the Board of forestry potentially depends on.

How many people actually appeal but just wanna throw that back out there to you

for information. And if you need any help or have any more questions, I'm here. Rick's here. Kristen. Dustin. We can all help you get that taken care of if you have questions.

Thanks.

But with no further people here, we'll consider this budget hearing adjourned.

At 1:17.

● **RICTOR Dauna * ODF** stopped transcription

April 30, 2025

**RE: Oregon Department of Forestry, Central Oregon District- Fiscal 2026
Proposed Budget**

**To: Rob Pentzer, District Forester, Chair Kelly and Members of the Oregon Board
of Forestry**

Thank you for the opportunity to provide these written comments to be submitted to the May 1, 2025 Central Oregon District (COD)- FY 2026 Budget Hearing.

My wife and I own land (a mix of Timber and Grazing Assessments), near Dufur, Oregon, protected by Central Oregon District-ODF.

For the third year in a row the COD Budget Rate Per Acre is dramatically up. Ironically these rate increases are not a result of increased levels of protection but rather due to continued lack of General Fund support for SB-762 and even more frustrating for FY-2026, over expenditures and fiscal mismanagement at the Salem ODF Statewide Services Level.

The COD Rate went up 34% for Timber Acres and 87% for Grazing Acres for FY 2024, an additional 34% for Timber and 105% for Grazing for FY 2025, and the current proposed FY-2026 Rates amount to an additional 29% increase for Timber Acres and an additional 15% increase for Grazing Acres. To say this is unacceptable is an understatement!

The proposed COD FY-2026 Budget includes a 400,000 dollar “pass down” to COD for Salem Fire Management due to previous budget over expenditures, miscoding, and fiscal mismanagement at the Salem level. Obviously, this is unacceptable as well, when you consider the 400,000 dollars is only the COD “share” with ODF- Salem’s deficits to be shared with all Districts proportionally.

What this really means is Landowners, across Oregon are forced to bail out ODF-Salem by means of additions to the local fire protection rates.

\$400,000 dollars would be very helpful in adding and maintaining local "Boots on the Ground" for fire suppression versus covering fiscal mismanagement.

In closing, it has been stated many times in many circles that a revamping of ODF wildland fire funding and Oregon's overall funding of wildland fire protection is needed for the future. No other state in the country places such a financial burden on forest landowners, particularly non-industrial landowners such as us. We need to pay our fair share of the direct services provided but not continue to suffer from the lack of General Fund support fallout created by SB-762 and Salem-ODF budgetary blunders.

ODF-Central Oregon District is critical should a wildland fire start on/or near our ranch and we appreciate and support their local efforts, but like so many other landowners we cannot pencil out or support the Proposed FY-2026 COD Budget. Landowners should not be required to bear the financial burdens incurred due to a lack of legislative action and fiscal mismanagement at the ODF-Salem level.

Thanks for considering this input and I look forward to your resolution of this issue.



Bill Hunt

Bella Valley Ranch
80560 S. Valley Rd.
Dufur, Oregon, 97021

1 May 2025

To: Oregon Department of Forestry

RE: Board of Forestry Testimony in response to Central Oregon District Department of Forestry Budget.

I am John Breese; my wife Lynne and I ranch out of Prineville in Crook County. I am a member of the East Oregon Forest Protection Association. We recognize that the Unit and District foresters have a strong ethic to protect our timber and range. They are dedicated and strive to do their best for the public they serve. As good stewards of grazing and timber, we also recognize the need to pay our fair share of the costs to protect our private lands. In the East Oregon Forest Protective Association that I am a representative, our assessment costs per acre are going up in the East Oregon districts. The ability of these lands to pay for themselves continues to diminish in light of loss of local mills, inflation, increasing business taxes, cost of goods, transportation, and many other factors that make keeping forestlands as forestlands a losing proposition.

Crook County, as is Central and Eastern Oregon, coming out of drought. But many ranchers like us, may still have reduced cattle numbers, but the grazing assessment goes up regardless of income streams. Timber management is even worse. On our 2000+-acre timbered ground, trees are still dying from heat and moisture stress. Even if we can get a mill delivery purchase order, logging costs are higher than mills are willing to pay for Ponderosa Pine or Douglas fir. We have almost no management options. Yet we are faced with ever increasing timber assessment. This is not sustainable for us as a family ranch. For the last ten years our forest's annual basal area growth per acre has been less than the increased annual per acre ODF fire assessment rate. This is before the SB 672 offset may be added to our assessment. Many Central and Eastern Oregon small woodland forests owners occupy lower class timber ground, and therefore don't have the potential to grow productive timber to compensate the steady increase in assessment rate. The assessment rate is going up faster than we can grow trees. We have gotten to where it is no longer profitable to produce timber on these lands in Central and Eastern Oregon. If we can't raise forest land sustainably under these current conditions, how can the state expect there to be forestland for future generations?

Forest Protective districts recognize and support a need for increased fire capacity statewide. That was predicated on the idea that landowners wouldn't be asked to shoulder the extra financial burden. The ODF district budgets were not approved by local forest protective associations. This will be almost unprecedented that all associations East of the Cascades will disapprove the proposed district budgets.

In the legislature this year are several proposals to increase funding to offset fire funding. Most of these proposals are short term fixes and not tied to inflation. Even if funding is provided by one or more proposed measures, in a very few years we will be back to the same problem of underfunding ODF fire budgets.

We need a different approach to wildfire threat. Timber and rangeland in Central & Eastern Oregon must have the infrastructure and incentive to actually manage our rangelands and forests to mitigate exposure to large uncontrolled fire. There is not enough government grant money to merely treat private rangelands and thin forests in order to stop large fires at the ODF District level. We need a better way for landowners to manage their property. We need mills, biomass plants and tax incentives to implement practices that work to stop these large expensive fires. We need the State of Oregon to bring pressure on the Federal Forest Service to get serious about sustainable forest practices. Pressure has to be applied for a yearly allowable harvest from each forest in Central & Eastern Oregon. That is the only way that investment in mill infrastructure can happen in this region of the state.

We ask for the continued recognition that wildfire is a statewide problem, addressed by a statewide solution.

Respectively,


John & Lynne Breese

Dixie Meadow Company
3315 SE Paulina Hwy.
Prineville, OR 97754

Roy M. Beyer
Wine Down Ranch, LLC
6500 NE McKay Creek Rd
Prineville, Oregon 97754

May 1, 2025

To Whom It May Concern:

My name is Roy Beyer and my wife and I own Wine Down Ranch north of Prineville in Crook County. I have been a member of the Central Oregon District, Oregon Department of Forestry (ODF) budget committee for 10 years. The ranch has 2000 acres of either forest or grazing classified acres for the state of Oregon (ODF) fire patrol assessment. We have managed the forested acres by thinning and juniper cutting to reduce the wildfire hazard potential. We also have a herd of cattle and graze the property to reduce the grasses and fine fire fuel levels.

For a number of years, the assessment rates were relatively stable with some slight increases and decreases due to the previous fire year activity which affected the local district budgets. With the passage of SB762, the additional staffing hires and budget transfers to the Salem ODF office required by this legislation has resulted in a cumulative of annual budget and assessment rate increases by the COD of 58% over the last 3 years. For the FY 2026 ODF district budgets, without passage of a new fire funding bill(HB 3940), there is no increase in proposed state general fund monies to cover these extra budget dollars. These increases are being passed to the private landowners in central and eastern Oregon to fund these SB762 required expenses and extra fire fighting costs. This is not fair and acceptable to the local landowners.

Private forest landowners like myself cannot afford the 58% increase in fire patrol costs that the legislature and the Oregon Department of Forestry have proposed for the 2026 budget year. Our private forests in central Oregon have almost no monetary stumpage value due to low delivered log prices for ponderosa pine and the high transportation costs because of no local log processing mills in central Oregon. The benefits that come from keeping these forests "green" come as carbon sequestration, fish and wildlife habitat, clean air and water, aesthetics and keeping working lands working and not in new home sub-divisions. These are basically public values and benefit all Oregonians.

The Oregon Department of Forestry fire fighting and protection division required funding should be continued to be funded by all Oregonians and the Oregon State legislature needs to identify a new and equitable way to provide the funding resources to protect these public values. If they do not, then private forest ownership in central Oregon will be reduced to small acres and a lot more new homes in the forested areas.

As a budget committee member of the Central Oregon District of ODF and a dues paying member of the East Oregon Forest Protection Association, I voted "no" twice to the approval of the "Central Oregon District Fire Protection Fiscal Year 2026 Budget". The increasing fire funding budgets are an Oregon problem that is being passed onto the forest and grazing landowners. An all Oregon funding solution needs to be proposed and passed to cover this Oregon problem.

Thank you for your time and consideration.



MINUTES OF PUBLIC BUDGET HEARING

Covering Period

July 1, 2025 to June 30, 2026

Protection Unit Northeast Oregon District, in accordance with ORS 477.255, the Public Budget Meeting for the above named fire district was held on April 11th, 2025 at 10:00 AM. Northeast Oregon District Office conference room.

Justin Lauer acted as Chairperson, and Kay Rinker acted as Secretary.

The following persons attended:

No one attended the hearing.

The Chairperson called the hearing to order at 10:00am with an explanation of the purpose of the hearing.

The Chairperson invited any comments or discussion relative to the budget or protection matters from those present.

The meeting was adjourned at 12:00pm


Secretary

Roy M. Beyer

Wine Down Ranch, LLC

6500 NE McKay Creek Rd

Prineville, Oregon 97754

May 29, 2025

To The State Forester of Oregon:

My name is Roy Beyer and my wife and I own Wine Down Ranch north of Prineville in Crook County. It is a member of the East Oregon Forest Protection Association, and I have been a member of the Central Oregon District, Oregon Department of Forestry (ODF) budget committee for 10 years. The ranch has 2000 acres of either forest or grazing classified acres for the state of Oregon (ODF) fire patrol assessment. We have managed the forested acres by thinning and juniper cutting to reduce the wildfire hazard potential. We also have a herd of cattle and graze the property to reduce the grasses and fine fire fuel levels.

This letter is to alert you that I am appealing the Oregon Department of Forestry, Central Oregon District budget for the 2026 budget year. For the years before budget year 2023, the assessment rates have been relatively stable with some slight increases and decreases based on the level of fire activity from the previous year. With the passage of "SB762", the additional staffing hires and budget transfers to the Salem ODF office has resulted in an increased annual budget requirement for the Central Oregon District of almost 2 million dollars. For the fiscal year 2023, "SB762" came with some general fund dollars to cover the extra expenses required by the act. For the FY 2026 budget year, there is no proposed state budget funding to cover these extra "SB762" budget dollars and the legislature has not provide an alternative funding mechanism to give the landowners a rate relief to cover these increases. This increase in funding is being passed to the private forest and grazing landowners. **This is not right and/ or equitable.**

Private forest landowners like myself cannot afford the increase in fire patrol costs that the legislature and the Oregon Department of Forestry have proposed for the 2026 budget year. Our private forests in central Oregon have almost no monetary stumpage value due to low delivered log prices for ponderosa pine and the high transportation costs because of no local log processing mills in central Oregon. The benefits that come from keeping these forests "green" come as carbon sequestration, fish and wildlife habitat, clean air and water, aesthetics and keeping working lands working and not in new home sub-divisions. These are basically public values and benefit all Oregonians.

I would propose that the Oregon State Board of Forestry should spend some time to promote the economical use of the east side forests of Oregon **instead** of putting more regulations in place that limit our chance to economically manage our east side forests. Maybe there are opportunities to enhance the biomass usage as credits toward the funding rates. Another suggestion is carbon credits or "CRP" monies that would go to help off-set the high timber and grazing rates in central and eastern Oregon.

The Oregon Department of Forestry fire fighting and protection division required funding should be continued to be funded by all Oregonians and the legislature needs to identify a new and equitable way to provide the funding resources to protect these public values. If they do not, then private forest

ownership in central Oregon will be reduced to small acres and a lot more new homes in the forested areas.

As a budget committee member of the Central Oregon District of ODF and a dues paying member of the East Oregon Forest Protection Association, I voted “no” twice to the approval of the “Central Oregon District Fire Protection Fiscal Year 2026 Budget”. The fire funding budgets are an Oregon problem that is being passed onto the forest and grazing landowners. An all Oregon funding solution needs to be proposed and passed to cover this Oregon problem.

Thank you for your time and consideration.

Roy M. Beyer

The district then submits its protection budget to the State Forester for official approval by the Board of Forestry in June, as provided in ORS 477.265. The Board of Forestry does not have the authority to use or obligate funds beyond the authority granted through the biennial budgeting process by the Oregon Legislative Assembly.

Findings of Fact

The State Board of Forestry finds:

1. Roy Beyer is an owner of forestland within the Central Oregon District.
2. On May 1, 2025, the Central Oregon District conducted a public budget meeting in accordance with ORS 477.255.
3. On May 29, 2025, Mr. Beyer submitted a request, in writing, to appeal the recommended budget in accordance with ORS 477.260 and OAR 629-041-0035(1).
4. Mr. Beyer specifically stated the issues with the proposed Central Oregon District budget and the remedy sought.

Conclusions of Law

The State Board of Forestry is obligated to annually review the forest protection district budgets, make any changes in the budgets that are proper and consistent with law, and pass final approval on all district budgets and the prorated acreage rates therein, pursuant to ORS 477.265.

Ultimate Conclusion

The Board of Forestry affirms the Central Oregon District budget represents an adequate level of protection as required by ORS 477.265.

Appeal Rights

You have the right to seek judicial review of this Order by filing a petition in Circuit Court pursuant to ORS 183.484. To seek judicial review, you must file a petition with the Marion County Circuit Court, or the circuit court for the county in which you reside or have a principal business office, within 60 days from the day this Order was served on you. If this Order was personally delivered to you, the date of service is the day you received the Order. If this Order was mailed to you, the date of service is the day it was *mailed*, not the day you received it. The petition shall state the nature of your interests, the facts showing how you are adversely affected or aggrieved by the agency order and the ground or grounds upon which you contend the order should be reversed or remanded. If you do not file a petition for judicial review within the 60-day time period, you will lose your right to appeal.

Dated this 5th day of June, 2025,

Jim Kelly, Chair

Oregon Department of Forestry

Agenda Item No.:	9
Topic:	Board of Forestry Governance Committee
Presentation Title:	Board Policies Manual Review and Updates
Date of Presentation:	June 4, 2025
Contact Information:	Brenda McComb (<i>Board of Forestry Vice Chair, Governance Committee Chair</i>) Brenda.MCCOMB@odf.oregon.gov

SUMMARY

The Board of Forestry's Governance Committee has been charged with drafting additional language for the Board Policies Manual (BPM) related to board member stipends and travel reimbursements. Additionally, the Board Governance Committee has conducted its first annual review of the BPM. Recommendations for additions and changes to the BPM were submitted to the full Board of Forestry for review at the March 5 meeting, where the Governance Committee received feedback from the full Board. On May 29, 2025 the Governance Committee reviewed the feedback and made final edits to the proposed language changes and editions, to be presented to the Board of Forestry on June 4, 2025.

CONTEXT

The Board of Forestry adopted a Board Policies Manual on March 6, 2024. The purpose of the BPM included the ease and efficiency of having a comprehensive manual that could quickly orient new board members and serve as an ongoing resource to guide Board of Forestry members, the State Forester and Department Staff.

A component of the Board Policies Manual adoption included the formation of a Board Governance Committee, which would be primarily responsible for the oversight of the BPM. This includes the BPM's Introduction, Administration, Board Structure/Process and Board-Staff Relationship parts, as well as its addendums, many of which had not been completed at the time of the BPM's adoption. The addendums pertain to the orientation and training of new board members, the evaluation and improvement of the board, the repository of board materials and oversight of the written conflict of interest policies, procedures and review of annual or special statements of board members.

When changes to the Board Policies Manual are identified by the Board Governance Committee, the Committee is responsible for drafting proposed language to address the changes or additions identified. The proposed language is then considered by the full Board of Forestry in a two-step process. The first step is to present changes at one board meeting and allow for discussion, which was completed on March 5, 2025. The second step is for the Governance Committee to present its final recommendations, and for the Board to act upon the recommendations by making a decision, which should take place at the June 4 and 5, 2025 Board of Forestry meeting.

ANALYSIS

The Board of Forestry had identified an opportunity for additional policy to be added to the Board Policies Manual specific to board member travel reimbursement and stipend. The Governance Committee responded to this request with draft language. Key considerations the Governance Committee made when developing this draft language included:

- Equitable opportunity qualified board members whose income is below the threshold identified in ORS 292.495
- Board Chair and State Forester discretion in allowing qualified board members an opportunity to receive stipends for Board-related activities.

The review of the Board Policies Manual resulted in several opportunities for improvement. The suggestions focused on the following:

- Adding language that promotes a board structure that is thoughtful of tone, supports collaboration, and recognizes the value each board member brings
- Providing more opportunities to enhance board collaboration and empowering board members with opportunities to serve in a greater capacity.
- Supporting a more robust consultation system for board member feedback during the selection of board-specific roles.
- Adding a policy that details the Board Chair's responsibility to reduce risk of serial communication.

RECOMMENDATION

The Governance Committee recommends that the Board of Forestry adopt the proposed additions and changes at the June 4 and 5, 2025 meeting.

NEXT STEPS

The Governance Committee will evaluate additional work needed to complete the Board Policies Manual, which may include development of key addenda currently listed as incomplete.

ATTACHMENTS

1. May 29, 2025 Governance Committee Meeting Summary
2. Proposed additions to the Board Policies Manual
3. Proposed changes to the Board Policies Manual
4. Clean copy list of all recommended language changes and additions to the Board Policies Manual

State Board of Forestry
Governance Committee Virtual Meeting
Meeting Summary
1:00 PM – 2:00 PM, May 29, 2025

Audio Recording:
Insert link once processed

Attendance: Chair McComb, Liz Agpaoa, Heath Curtiss

Guests: Eleni Collins (ODF Board Administrator), Kate Skinner (ODF Interim State Forester)

The meeting begins at 1:00PM.

Governance Committee Chair, Brenda McComb, welcomes the group and provides an overview of the materials sent in advance of the meeting.

She reviews the draft additions to the Board Policies Manual, focusing on the Stipend Policy and Reimbursement Policy and opens the floor for discussion. Comments included:

- Recognition of the politics that surround open discretion from the Board Chair and State Forester regarding stipend allowance for broadly stated “Activities”
- Discussion on the minimum hour being set at 1 or 2 hours.
 - Recognition that, as written, 2 hours might appear the most fair
 - Support for recruiting board members that represent a broad range of socioeconomic conditions who have to give up work time to serve
 - Recognition that Board meetings often come with prep work and volunteer time that is unaccounted for, and very few calendared commitments are longer than 1 hour.
 - Interest in seeing what the budget has been for board member stipends and Board discretionary spending.
 - Consideration that if the 1 hour minimum is set, the financial responsibility shifts to the Department to consider scheduling multiple 1 hour meetings in a single day, to reduce stipend payouts if needed.

Chair McComb moved on to review the proposed language changes to the Board Policies Manual, which were initially drafted by Liz Agpaoa. The discussion on these changes included:

- Cleaning up the language regarding Chair consultation with board members
- Adding a distinct policy on serial communication, as opposed to mentioning serial communication guidance within the two different policies detailing Board Co

The discussion ended with the Governance Committee identifying work to accomplish after these changes have been adopted, which would largely be focused on developing Addendum C, Agenda Development Procedures.

For next steps, the Governance Committee will submit to the full Board of Forestry the following items:

1. May 29 Meeting Summary
2. Tracked changes version of the draft additions
3. Tracked changes version of the Board Policies Manual proposed changes
4. A clean copy list of all proposed changes and additions to the Board Policies Manual

Meeting adjourned at 1:32 PM

DRAFT additions to the Board Policy Manual

3.11.12 Stipend Policy

Any day when a ~~b~~B~~o~~ard member spends one or more hours traveling or involved in a required activity (duty), that ~~b~~B~~o~~ard member who meets the eligibility requirements listed in ORS 292.495 would be eligible for a stipend. Required activities would include Board meetings (online or in person), pre-meetings, subcommittee meetings, meetings held at the invitation of agency staff, agency organized ~~b~~B~~o~~ard or individual tours, or when the Board Chair or the State Forester authorizes a Board member to ~~represent the Board at an event~~attend an activity. ~~Anytime a combination of the above totals one or more hours daily, it would qualify for a stipend. Activities outside these required duties or without authorization to represent the board are not eligible for a stipend, even if they are related to board work.~~

3.11.13 Reimbursement Policy

Any time a ~~b~~B~~o~~ard member travels or engages in a required duty, and who meets the eligibility requirements as listed in ORS 292.495 would be eligible for expense reimbursement per the [Oregon Accounting Manual](#). Required activities would include Board meetings (online or in person), pre-meetings, subcommittee meetings, meetings held at the invitation of agency staff, agency organized board or individual tours, or when the Board Chair or the State Forester authorizes a Board member ~~to represent the Board at an event~~to attend an activity. ~~Activities outside these required duties or without authorization to represent the board are not eligible for reimbursement, even if they are related to board work.~~

FEEDBACK FROM MARCH 5, 2025:

1. "...or when the Board Chair or State Forester authorizes a Board member to represent the Board at an event"

- Suggestion: Narrow language. Board Chair and State Forester should have the authority to allow Board members to do whatever it is they may need to do. Adjust language and allow more discretion for Board Chair and State Forester to allow Board members the authority to attend any number of activities.
- Counter: Current language is very black and white, could lessen risk of political bias. If changed, Board Chair/State Forester discretion may be challenged, but the number of times this is anticipated to come up is very minimal.

- **Potential solution:**
“...or when the Board Chair or State Forester authorizes a Board member to attend an activity.”

2. “Any day when a board member spends one or more hours...”

- Suggestion: current language is too generous given the per diem rate of \$178. If applied to a one-hour meeting, it looks like an egregious hourly rate. Recommend specification of two or more hours.
- Counter: Most of the commitments (outside of Board Meetings) are scheduled at 1 hour time blocks, such as Division updates, Pre-Boards. Revision of language would drastically reduce the number of meetings eligible for stipend reimbursement.
- Additional notes:
 - o Even though there are instance where a 1 hour meeting is reimbursed at the per diem rate, the amount of volunteer time that a Board member puts in exceeds that one-hour calendar invite and over the course of a year-long commitment, does not add up to much paid out.
 - o Stipends offered at the 1-hour specification allow for more opportunities to have individuals with lower-incomes participate on the Board.

Liz Agpaoa

Board Policies Manual Review and Comments

Board Governance Committee 2024/2025

EDITOR NOTES: Comments below are provided by Board Member Liz Agpaoa, with formatting done by the Board Administrator, Eleni Collins. Specific excerpts of the Board Policies Manual are provided for context, with call-outs highlighted in yellow. Suggestions from Liz Agpaoa contain recommendations for added or revised language, which are in bold, as well as omissions, which are crossed out.

Edits input by Brenda McComb in red underline

Edits by Governance Committee on 5/29 meeting in blue underline

Part 3: Board Structures and Processes

3.1 Governing Style. The board will approach its task with a style that emphasizes outward vision rather than an internal preoccupation, encouragement of diversity in viewpoints, strategic leadership more than administrative detail, clear distinction of board and staff roles, and pro-activity rather than reactivity. The Board will demonstrate empathy and emotional intelligence in understanding and responding to colleagues and staff. In this spirit, the board seeks to:

SUGGESTION: adding to the first paragraph, “**Demonstrate empathy and emotional intelligence in understanding and responding to colleagues and staff.**”

MARCH 5 FEEDBACK:

- **Group Consensus was positive, accepting of suggestion.**

3.1.1 ~~Enforce upon itself and its members whatever discipline is needed to~~ **govern with excellence and respect and** ~~address conflict and disagreements in a constructive and solution-based manner.~~
Discipline may apply to matters such as attendance, respect of clarified roles, maintaining confidentiality, leaving questions about agency activities and issues to the State Forester, ~~speaking to management and the public with one voice~~, and self-policing of any tendency to stray from the governance structure and process adopted in these board policies.

SUGGESTION: a less regimented tone, and suggest changing this sentence. Perhaps, delete “Enforce upon itself and its members whatever discipline is needed to...” and simply leave “**govern with excellence and respect.**”

Add: “**Address conflict and disagreements in a constructive and solution-based manner.**”

MARCH 5 FEEDBACK:

- **Group Consensus was positive, accepting of suggestion.**

3.1.2 Be accountable to its stakeholders and the general public for competent, conscientious, and effective

accomplishment of its obligations as a body. It will allow no officer, individual, or committee of the board to usurp this role or hinder this commitment.

3.1.3 Monitor and regularly discuss the board's own process and performance, seeking to ensure the continuity of its governance functions.

3.1.4 Be an initiator of policy, not merely a reactor to staff initiatives. The board, not the staff, will be responsible for board performance.

3.4 Chair's Role. The Governor of Oregon appoints the board Chair. ([ORS 526.009](#)) The job of the Chair is, primarily, to maintain the integrity of the board's process. The Chair ~~manages the work of the Board and Board relationships.~~ manages the board."

SUGGESTION: change to, "The Chair manages the work of the board and board relationships." This sets a tone of being on an equal status vs subordinate role?

MARCH 5 FEEDBACK:

- Group Consensus was positive, accepting of suggestion.

3.4.1 The Chair is the only board member authorized to officially communicate the decisions of the board, other than in rare and specifically board-authorized instances.

3.4.2 The Chair ensures that the board behaves consistent with its own rules and those legitimately imposed upon it from outside the agency.

3.4.3 Meeting content will be those issues that, according to statutory or rule requirements or board policy, clearly belong to the board, not staff.

3.4.4 The Chair has no authority to impose policies beyond policies created by the board. Therefore, the Chair has no authority to supervise or direct the State Forester's work, but is expected to maintain close communication, offer advice, and provide encouragement to the State Forester and staff.

3.4.5 By Oregon statute and rule, the Chair has the duties of a presiding officer as prescribed by Roberts Rules of Order and has the duty to appoint standing and ad hoc committees of the board. ([ORS 526.009](#); [OAR 629-010-0010](#); [OAR 629-010-0020](#); [OAR 629-010-080](#))

3.5 Vice-Chair. The Chair will, after consulting each board member, appoint a Vice-Chair, in consultation with the Board, prior to appointment. Consultation will be done in a manner that avoids serial communication. The Vice-Chair The Chair will appoint a Vice-Chair who who will serve in the absence of the Chair. The Chair may assign additional duties to the Vice-Chair to facilitate the work of the ~~b~~Board. The Vice Chair will be a rotating position among current Board members with terms not to exceed 3 years.

SUGGESTION: Consider a procedural change to this statement? I suggest, "The Chair will appoint a Vice-Chair, in consultation with the Board, prior to appointment" (Similar to 3.9.1 wording, below:)

3.9.1 The board will consult with the State Forester before establishing and appointing members to advisory committees.

This would give opportunity for Board members who might want to weigh into the decision, and also make this decision more transparent.

I suggest a rotating role for the Vice-Chair role, and offering other Board members an opportunity to serve. It would be a chance to understand the role and responsibility of the Chair and Vice-Chair.

MARCH 5 FEEDBACK:

- **What does consultation look like?** Consultation outside of a Board meeting is serial communication, consultation in a Board meeting looks like a popularity contest.
- Based on the Vice Chair's limited role, full board input is not needed.
- COUNTER: Every board member should have a voice in this decision.
- Hub in spoked wheel analogy. One-on-one outreach should be encouraged for these decisions. The Chair would ultimately still make the decision, but good faith change is that the Chair would perform these discussions individually.
- **With the understanding that consultation would be happening discreetly, with one on one discussions and NOT in a public meeting, there was consensus and agreement to this suggestion.**

3.6 Board Meetings. Ideally, board events often will include time for guest presenters, interaction with staff and interested parties, board development, committee meetings, social activities, and plenary business sessions.

Policies that are intended to improve the process for planning and running meetings follow:

- 3.6.1 With the assistance and support of the State Forester, the ~~h~~B~~o~~ard will establish an electronic 'online' repository for its meeting and reference materials.
- 3.6.2 The schedule for ~~h~~B~~o~~ard meetings will be set two years in advance. The general geographic locations for the board meetings will be set one year in advance. ([ORS 192.630](#); [ORS 526.016](#); [OAR 629-010-0020](#))
- 3.6.3 The Chair will work with the State Forester and ~~h~~B~~o~~ard committee chairs in developing meeting agendas ([OAR 629-010-0030](#); [OAR 629-010-0040](#)) which, along with background materials for the board should be sent to all board members approximately two weeks in advance of board meetings and placed on the board's public website. Agenda development will be guided by the board's Agenda Development Procedures document (Addendum C), approved by the board by majority vote.
- 3.6.4 By Oregon statute, a majority of the voting members of the board or board committee constitutes a quorum to do business. ([ORS 174.130](#); [ORS 526.016](#); [OAR 629-010-0050](#)) 'Proxy' assignments are not allowed for conducting board business.
- 3.6.5 By Oregon Administrative Rule, unless otherwise specified by the board, Roberts Rules of Order are adopted for the conduct of meetings of the board and board committees. ([OAR 629-010-0010](#))
- 3.6.6 Unless otherwise specified by law or policy, the board and board committees will make formal decisions by voice vote, with a simple majority determining the outcome.
- 3.6.7 As a record of the board meeting, an electronic recording will be made of all board meetings and posted on the board's public website within 72 hours of the conclusion of the meeting. ([ORS 192.650](#))
- 3.6.8 By Oregon statute ([ORS 526.016](#)), regular board meetings will be held on the first Wednesday after the first Monday in January, March, June, and September. Additional meetings may be scheduled or called by the Chair in consultation with the State Forester. At least once per year, the board, along with the State Forester and key staff, will meet in a 'planning retreat' style to facilitate longer term thinking, discussion, and planning. The agenda for the Board Retreat will be set collaboratively among the Board, Board Chair and State Forester and key staff. The retreat agenda should address leadership skills and team dynamics, and areas of growth that a specific Board found challenging during the year. Every other year, the September meeting normally will include a review of the performance of the State Forester and the agency for the past two years.

SUGGESTION: Consider a more collaborative approach for the Board Retreat agenda-building, one that involves input from the larger Board.

SUGGESTION: Consider a retreat agenda that includes a re-focus on leadership skills and team dynamics, and areas of growth that a specific Board found challenging during the year.

MARCH 5 FEEDBACK:

- General support/consensus

- 3.6.9 As often as is necessary, the board will meet in executive session as authorized by Oregon statute. ([ORS 192.660](#))

3.10 Board Member Service to Other Boards. Board members may serve on other organizations' boards or commissions provided that (1) no conflict of interest exists between their multiple service, and that (2) their service on other boards or commissions does not materially interfere with or diminish their service to the board. More specifically, by statute or agreement, board members may be called upon to serve on other State of Oregon boards or commissions in an active or liaison role.

- 3.10.1 For other State of Oregon boards or commissions, the Chair will, after consulting with each board member, appoint specific board members to fulfill these responsibilities, in consultation with the Board, prior to appointment.

- 3.10.2 Current State of Oregon responsibilities include:

3.10.2.1 Oregon Watershed Enhancement Board ([ORS 541.900](#))

3.10.2.2 Oregon Environmental Quality Commission (Agreement)

SUGGESTION: Again, consider a procedural change to this statement? I suggest, **"The Chair will appoint specific board members, in consultation with the Board, prior to appointment."**

The OWEB role is very rewarding.

MARCH 5 FEEDBACK:

- General support/consensus

3.11 Board Members' Code of Conduct. The board expects of itself and its members conduct which is ethical and respectful towards each other, staff, and the public. To that end:

- 3.11.1 Board members commit to fostering an environment that respects all individuals, which seeks diverse perspectives, and values differences. Board members will be open to change and adapt to evolving work conditions and requirements.

SUGGESTION: adding, **"Be open to change and adapt to evolving work conditions and requirements."**

MARCH 5 FEEDBACK:

- General support/consensus

- 3.11.2 Board members commit to supporting and affirming the public interest, superseding any conflicting interests to others such as that to family members or friends, a business, advocacy or interest groups and membership on other boards or staff.
- 3.11.3 Consistent with applicable state ethics laws, board members must avoid any conflict of interest with respect to their governance responsibility. Given a particular meeting agenda, a board member with an actual or potential conflict of interest will state as such at the beginning of an agenda item marked for decision, and the board and member will respond per the board's Conflict of Interest Policy and Procedures. (Addendum E) ([ORS Chapter 244](#))
- 3.11.4 There must be no self-dealing or any conduct of private business or personal services between any board member and the agency to assure openness, competitive opportunity, and equal access to "inside" information.
- 3.11.5 Board members must keep in mind that their mission is to serve the public, and it is inappropriate to use board membership to create a personal platform.
- 3.11.6 Individual board members may not agree with a decision, but **once the board decision is made, all board members will respect the decision and move forward,** ~~'speaking with one voice.'~~

SUGGESTION: I suggest simply keeping **"once a decision is made, all board members will respect the decision and move forward."** I suggest deleting, "speaking with one voice."

What does "one voice" look/sound like to seven, individual board members? We all might have different versions of one-voice? However, I do understand the meaning of, "respect the decision and move forward."

MARCH 5 FEEDBACK:

- **Comment that "moving forward" should not prevent Board members from expressing their previous perspectives in ongoing discussions.**
- **General support and consensus**

- 3.11.7 Board members will not disclose information about board investigations or matters dealt with in executive sessions unless that information is a part of the public record.
- 3.11.8 As appropriate, board members will provide constructive feedback of the State Forester or agency performance. The formal evaluation of the performance of the State Forester is assessed against explicit board policies and agreed upon written personal and professional performance objectives following each performance review of the State Forester by the board.
- 3.11.9 Board members must be aware of and respectful of staff time and workloads when additional requests are made.
- 3.11.10 Each board member is expected to arrange their schedules to provide optimum engagement as a board member including board or committee meeting preparation, meeting attendance, and meeting engagement.
- ~~3.11.11~~ [3.11.11](#) Each board member is expected to complete and sign an Annual Affirmation and Conflict of Interest Statement, (Addendum F) which covers, among other things, board member conflicts of interest.
- ~~3.11.12~~ [3.11.12](#) In consulting the Board, the Chair will be mindful to avoid serial communications.

Board Policies Manual language proposals

The Governance Committee proposes the following additions and changes to the Board Policies Manual, to be considered and adopted by the Board of Forestry. The language below lists the proposed updates to existing policy, as well as the addition of 3 new policies.

Changes to existing policy:

- 3.1 Governing Style.** The Board will approach its task with a style that emphasizes outward vision rather than an internal preoccupation, encouragement of diversity in viewpoints, strategic leadership more than administrative detail, clear distinction of board and staff roles, and pro-activity rather than reactivity. The Board will demonstrate empathy and emotional intelligence in understanding and responding to colleagues and staff. In this spirit, the board seeks to:
- 3.1.1 Govern with excellence and respect and address conflict and disagreements in a constructive and solution-based manner. Discipline may apply to matters such as attendance, respect of clarified roles, maintaining confidentiality, leaving questions about agency activities and issues to the State Forester, and self-policing of any tendency to stray from the governance structure and process adopted in these board policies.
- 3.4 Chair's Role.** The Governor of Oregon appoints the board Chair. ([ORS 526.009](#)) The job of the Chair is, primarily, to maintain the integrity of the board's process. The Chair "manages the work of the Board and Board relationships"
- 3.5 Vice-Chair.** The Chair will, after consulting with each board member, appoint a Vice-Chair who will serve in the absence of the Chair. The Chair may assign additional duties to the Vice-Chair to facilitate the work of the Board. The Vice Chair will be a rotating position among current Board members with terms not to exceed 3 years.
- 3.6 Board Meetings.** Ideally, board events often will include time for guest presenters, interaction with staff and interested parties, board development, committee meetings, social activities, and plenary business sessions. Policies that are intended to improve the process for planning and running meetings follow:
- 3.6.8 By Oregon statute ([ORS 526.016](#)), regular board meetings will be held on the first Wednesday after the first Monday in January, March, June, and September. Additional meetings may be scheduled or called by the Chair in consultation with the State Forester. At least once per year, the board, along with the State

Forester and key staff, will meet in a 'planning retreat' style to facilitate long-term thinking, discussion, and planning. The agenda for the Board Retreat will be set collaboratively among the Board, Board Chair and State Forester and key staff. The retreat agenda should address leadership skills and team dynamics, and areas of growth that a specific Board found challenging during the year. Every other year, the September meeting normally will include a review of the performance of the State Forester and the agency for the past two years

- 3.10 Board Member Service to Other Boards.** Board members may serve on other organizations' boards or commissions provided that (1) no conflict of interest exists between their multiple service, and that (2) their service on other boards or commissions does not materially interfere with or diminish their service to the board. More specifically, by statute or agreement, board members may be called upon to serve on other State of Oregon boards or commissions in an active or liaison role.

3.10.1 For other State of Oregon boards or commissions, the Chair will, after consulting with each board member, appoint specific board members to fulfill these responsibilities.

- 3. 11 Board Members' Code of Conduct.** The board expects of itself and its members conduct which is ethical and respectful towards each other, staff, and the public. To that end:

3.11.1 Board members commit to fostering an environment that respects all individuals, which seeks diverse perspectives, and values differences. Board members will be open to change and adapt to evolving work conditions and requirements.

3.11.6 Individual board members may not agree with a decision, but once the board decision is made, all board members will respect the decision and move forward.

Additions to the Board Policies Manual:

3.11.12 In consulting with the Board, the Chair will be mindful to avoid serial communications.

3.11.13 Stipend Policy

Any day when a Board member spends one or more hours traveling or involved in a required activity (duty), that Board member who meets the eligibility requirements listed in ORS 292.495 would be eligible for a stipend. Required activities would include Board meetings (online or in person), pre-meetings, subcommittee meetings, meetings held at the invitation of agency staff, agency organized Board or individual tours, or when the Board Chair or the State Forester authorizes a Board member to attend an activity.

3.11.14 Reimbursement Policy

Any time a Board member travels or engages in a required duty, and who meets the eligibility requirements as listed in ORS 292.495 would be eligible for expense reimbursement per the [Oregon Accounting Manual](#). Required activities would include Board meetings (online or in person), pre-meetings, subcommittee meetings, meetings held at the invitation of agency staff, agency organized board or individual tours, or when the Board Chair or the State Forester authorizes a Board member to attend an activity.

STAFF REPORT

Agenda Item No.:	10
Topic:	Forestland Conversion
Date of Presentation:	June 4, 2025
Contact Information:	John Tokarczyk, Resource Planning Manager john.a.tokarczyk@odf.oregon.gov Dan Hubner, Land Use & GIS Analyst daniel.hubner@odf.oregon.gov

SUMMARY

The Board has indicated interest in being informed on data and trends regarding conversion of forestland to other uses in Oregon. This agenda item will provide information about long-term land use change and rates of development on resource lands (i.e., forest, farm, and range lands) in the context of Oregon's Statewide Land Use Planning Goals, especially Goal 4 for forestlands.

CONTEXT

Oregon's comprehensive land use planning program was established in 1973 by Senate Bill 100, and was fully implemented by local governments by the mid 1980s. With respect to forests, Statewide Planning Goal 4 seeks to protect the state's forestland base by requiring counties to identify and zone forestland consistently with state rules and by placing development restrictions on those lands. The planning system also allows for land to be zoned as mixed farm-forest, in which case both Goal 4 and Goal 3 (for farm lands) apply; counties have varied to some extent in the standards that they apply to these mixed lands.

There has been an ongoing need to monitor the effectiveness of the state planning system at achieving its intended goals. To this end, Department staff--in collaboration with the U.S. Forest Service Pacific Northwest Research Station Forest Inventory and Analysis Program (PNW-FIA) and with the support of state partner agencies--produce a long term land use change report for non-federal lands in Oregon ("Forests, Farms, and People") every 4-6 years. This analysis is based upon interpretation of aerial imagery, and provides a methodologically-consistent assessment of land use change at medium scales (i.e., where "wildland forest" is defined as undeveloped forestland of at least 640 contiguous acres in size) that extends temporally back to 1974 (and most recently to 2018). Broadly, the data indicate that conversion rates of forest and other resource lands to more-developed uses were notably curtailed after the implementation of statewide planning. However, the data also indicate that densification of developments on resource lands is continuing incrementally (an ongoing policy concern in the state). Also, while this data is rigorous and consistent, its sampling design does not allow for monitoring at the level of individual parcels (or other small areas).

Parcel-level monitoring data is available from the Department of Land Conservation and Development (DLCD), which receives and summarizes official county land use decisions on farm and forest lands. DLCD provides a Farm & Forest Land Use Report to the State Legislature every two years, with the most recent report covering 2022 & 2023. DLCD's data covers the period since 1994 and provides information on the numbers of dwellings and other nonforest use approvals on resource lands, the amount of resource land impacted by urban growth boundary expansions, etc.

This agenda item will summarize the information that can be drawn from these data sources (and outside sources of information such as the U.S. Census of Agriculture), and provide room for discussion of recent trends and development pressures on forestlands.

This is an informational item only.

NEXT STEPS

During the second half of 2025, ODF staff will work to update long-term land use change data from 2018 to 2024 (in partnership with PNW-FIA). Publication of a new "Forest, Farms, and People" report will follow, and a more detailed project-specific update on recent trends and findings will be made to the Board (anticipated early 2026).

ATTACHMENTS

None



Board of Forestry Public Meeting

11. Closing Comments - Day 1

This item serves as an opportunity for the Board Chair to reflect on the public meeting and mop-up any outstanding business. Individual members of the Board can offer comments for the Chair, Secretary, and Board consideration. Comment times may be reduced at the discretion of the Board Chair.

This is an information item.



Board of Forestry Public Meeting

12. Opening Comments and Board Member Introductions - Day 2

This item serves as an opportunity for the Board Members to provide introductory statements, and for the State Forester to brief the Board of Forestry of the Department or related topics of importance. Individual members of the Board can offer comments for the Chair, Secretary, and Board consideration. Comment times may be reduced at the discretion of the Board Chair.

This is an information item.



Board of Forestry Public Meeting

13. Public Forum - Day 2

This item serves as the vehicle for the public to comment on information items or topics not on the agenda. Comment times may be reduced at the discretion of the Board Chair.

This is an information item.

Agenda Item No.:	14
Work Plan:	Forest Resources Division
Topic:	Implementing Legislative Direction
Presentation Title:	Adoption of Post-disturbance Harvest Rules
Date of Presentation:	June 4, 2025
Contact Information:	Josh Barnard, Division Chief, Forest Resources Division, ODF, josh.w.barnard@odf.oregon.gov , Nicole Stapp, Policy Advisor, Forest Resources Division, ODF, nicole.l.stapp@odf.oregon.gov

SUMMARY

In January 2023, the Board initiated post-disturbance harvest rulemaking as directed by Senate Bill 1501 (2022) and in February 2024 directed the Oregon Department of Forestry (Department) to file a Notice of Proposed Rulemaking. This agenda item requests the Board adopt proposed post-disturbance harvest rules.

CONTEXT

In 2020, conservation and forest industry groups offered to revise the Forest Practices Act (FPA) and forest practice rules through a memorandum of understanding to include mediated discussions, known as the Private Forest Accord (PFA). Later that year, the Legislature passed [SB 1602](#) which set helicopter pesticide application requirements and required the Governor to facilitate mediated sessions between conservation and forest industry groups. As a product of this collaborative process, the [2022 PFA Report](#) was drafted and released by an author group comprised of representatives from those discussions. During the 2022 Legislative Session, [SB 1501](#) and [SB 1502](#) passed making substantial changes to the FPA and requiring the Board to incorporate the recommendations of the PFA Report into the forest practice rules through the adoption of a single rule package to support the development of the PFA habitat conservation plan (HCP). In addition, SB 1501 (2022) prescribed two additional rulemaking efforts regarding tethered logging and post-disturbance harvest.

BACKGROUND

SB 1501 (2022) requires the Board to complete post-disturbance harvest rulemaking no later than November 30, 2025. Oregon Revised Statute ([ORS 527.710](#)) grants the Board authority to adopt forest practice rules and [ORS 527.714](#) establishes the procedures the Board must follow when adopting such rules. At the January 4, 2023, board meeting, the Board directed the Department to initiate rulemaking on post-disturbance harvest activities and to complete an analysis of the factors in ORS 527.714. As a result, and consistent with the PFA Report, the Department began a literature review and the drafting of Oregon Administrative Rules (OARs) to provide the Board with the information needed to satisfy the FPA rulemaking procedure.

At the February 23, 2024, special board meeting, the Department presented the “[Literature Review: Post-Disturbance Harvest](#)” and the “[Post-Disturbance Harvest Draft Rules](#)” to the Board for consideration as well as an overview of the rulemaking procedure. At this meeting, the Board made the following determinations:

- Proposed OAR 629-643-0000 is an ORS 527.714 Type 1(c) rule, and the proposed changes only make minor adjustments to rules already adopted.
- Proposed OAR 629-643-0300 is an ORS 527.714 Type 1(c) rule that would change the standards for forest practices.

- Relative to OAR 629-643-0300;
 - There is monitoring or research evidence that documents that degradation of resources maintained under ORS 527.710(2) or (3) is likely if forest practices continue under existing rule.
 - The proposed rule reflects available scientific information and, as appropriate, the results of relevant monitoring and adequate field evaluation at representative locations in Oregon.
 - The objectives of the proposed rule are clearly defined, and the restrictions placed on forest practices are to prevent harm or provide benefit to the protected resource and are directly related to the objective of the proposed rule and materially advance its purpose.
 - The availability, effectiveness and feasibility of alternatives to the proposed rule, including non-regulatory alternatives were considered, and the alternative chosen is the least burdensome to landowners and timber owners in the aggregate while still achieving the desired level of protection.

The Board also directed the Department to complete and make available an economic analysis that satisfies the requirements of ORS 527.714(8) and file a Notice of Proposed Rulemaking.

ANALYSIS

In the time since the Board's February 2024 direction, the Department has been actively engaged in rulemaking efforts with key activities captured below.

- Prepared and posted the [Analysis of the Estimated Economic Impact of Proposed OAR 629-643-0300](#).
- Filed a [Notice of Proposed Rulemaking](#), completed notifications and conducted a rules hearing.
- Engaged in intentional communication efforts with a variety of stakeholders including but not limited to other government entities impacted by forest operations, Regional Forest Practice Committees, the Committee for Family Forestlands, department field staff, and the public.
- Reviewed and considered twenty-two (22) written and eleven (11) oral public comments received in response to the Notice of Proposed Rulemaking which are summarized in Attachment 2.

Additionally, the proposed rules were included in the July 2024 draft PFA HCP and will be evaluated by the federal services as a package alongside the other forest practice rules throughout the HCP development process.

RECOMMENDATION

After review and consideration of public comment and in consideration of legislative direction and PFA Author intent, the Department recommends the Board adopt the "Post-Disturbance Harvest Rules" as they are presented in Attachment 1.

NEXT STEPS

If the Board adopts the recommendation, the Department will file the rule action with the Secretary of State's Office.

ATTACHMENTS

- 1) Post-Disturbance Harvest Rules
- 2) Public Comment on Draft Post-Disturbance Harvest Rules

Post-Disturbance Harvest Oregon Administrative Rules (OARS) for Adoption *(Clean copy)*



OAR 629-643-0000: Vegetation Retention Goals for Streams; Desired Future Conditions

- (1) The purpose of this rule is to describe the vegetation retention measures for streams, the measures' purposes, and how the measures shall be implemented. The vegetation retention requirements for streams, as described in OAR 629-643-0100 through 629-643-0500, are designed to produce desired future conditions for the wide range of stand types, channel conditions, and disturbance regimes that exist in Oregon's forestlands.
- (2) The desired future condition for streamside areas that require forested buffers is to grow and retain vegetation so that, over time, average conditions across the landscape become similar to the conditions of mature streamside stands. Oregon has a tremendous diversity of forest tree species and stand density along waters of the state. The age of mature streamside stands varies by tree species. Mature stands generally occur between 80 and 200 years of stand age. Hardwood stands and some conifer stands may become mature at an earlier age. Mature forests provide ample shade over the channel, an abundance of large wood in the channel, channel-influencing root masses along the edge of the high-water level, and regular inputs of nutrients through litter fall. Mature forests are generally composed of multi-aged trees of appropriate and varied density, native tree species well suited to the site, a mature understory, snags, and downed wood.
- (3) For the forests specified in (2) above, the rule standards for desired future conditions and located in Western Oregon or the inner zone in Eastern Oregon can be developed by using normal conifer yield tables for the average upland stand consistent with the geographic region to estimate the conifer basal area for average unmanaged mature streamside stands (at age 120). For site specific vegetation retention prescriptions basal area targets, see the table in OAR 629-643-0400. These rule standards provide guidance for operators to implement site specific alternate plans to develop site specific vegetation prescriptions, described in OAR 629-643-0400.
- (4) The desired future condition for streamside areas that do not require tree retention areas, as defined in OAR 629-643-0130, is to have sufficient streamside vegetation to support the functions and processes important to downstream fish use waters and domestic water use, and to provide habitat for amphibians and other wildlife across the landscape. Such functions and processes include but are not limited to:
 - (a) Maintaining downstream cool water temperature and other water quality parameters;
 - (b) Influencing sediment production;
 - (c) Stabilizing banks; and
 - (d) Contributing nutrients and organic matter.
- (5) In many cases, the operator may achieve the desired future condition for streams by applying the standard vegetation retention and small forestland owner minimum option prescriptions as described in OAR 629-643-0100, 629-643-0105, 629-643-0120, 629-643-0125, 629-643-0130, 629-643-0135, 629-643-0141, 629-643-0142, 629-643-0143, and 629-643-0145. In other cases, the existing streamside vegetation may not be able to develop into the desired future condition in a timely manner. In these cases, the operator may apply an alternative vegetation retention prescription as described in OAR 629-643-0300 or develop a site-specific vegetation retention prescription as described in OAR 629-643-0400. For the purposes of these water protection rules, "in a timely manner" means that the trees within the riparian management area will substantially move towards the desired future condition more quickly than if the trees are left untreated.

OAR 629-643-0300: Alternative Vegetation Retention Prescriptions

- (1) The purpose of this rule is to prescribe an alternative vegetation retention prescription for harvest units experiencing stand level mortality. This alternative prescription is intended to contribute to desired future conditions, provide tree retention, woody debris, bank stability and result in the re-establishment of live trees.

- (2) For the purposes of this rule only, “stand level mortality” means a riparian management area or harvest unit with 50% or more dying or recently dead trees due to a catastrophic event such as wildfire, wind, ice, insect or disease damage.
- (3) For the purposes of this rule only, “soil disturbance” means soil has been moved in a manner that alters water drainage patterns so that a new channel is formed within which water flows or is confined and has potential to move loosened or exposed soil or debris toward the stream.
- (4) For harvest units in Western Oregon the operator may:
 - (a) For Type F and Type SSBT stream riparian management areas experiencing stand level mortality, harvest dying or recently dead trees outside 75 feet slope distance from the edge of the active channel or the channel migration zone (CMZ).
 - (A) The operator shall apply an ELZ at a distance of 75 feet from the edge of the active channel or the channel migration zone (CMZ) to the outer edge of the riparian management area.
 - i. Soil disturbance from cabled logs shall not exceed 20 percent of the total area of the ELZ.
 - ii. Soil disturbance from ground-based equipment shall not exceed 10 percent of the total area of the ELZ. Operators shall take corrective action(s) for soil disturbance from ground-based equipment. Corrective action(s) shall be designed to replace the equivalent of lost functions and be consistent with Forest Practices Technical Guidance.
 - (B) To encourage hardwood sprouting, the operator shall not apply chemicals within 75 feet slope distance from the edge of the active channel or the channel migration zone (CMZ) unless needed to address invasive species or noxious weed infestations and shall apply chemicals using targeted ground-based application. Chemical application in the remainder of the riparian management area is to be minimized to the greatest extent possible.
 - (C) To encourage less dense spacing, the operator may apply the minimum stocking standard described below rather than the productivity-based stocking standards described in OAR 629-610-0020(4) within the riparian management area.
 - i. 130 free to grow seedlings per acre; or
 - ii. 75 free to grow saplings and poles per acre; or
 - iii. 50 square feet of basal area per acre of free to grow trees 11-inches DBH and larger; or
 - iv. An equivalent combination of seedlings, saplings and poles, and larger trees as calculated in OAR 629-610-0020(7).
 - (b) For small Type Np stream riparian management areas experiencing stand level mortality, harvest dying or recently dead trees within the riparian management area. The operator shall apply an R-ELZ from the edge of the active channel in any area where tree removal occurs consistent with OAR 629-630-0700(6) and OAR 629-630-0800(8).
 - (c) For units experiencing stand level mortality that contain slope retention areas identified under OAR 629-630-0910(3), harvest dying or recently dead trees in the slope retention areas, if the slope retention area is not directly adjacent to designated debris flow traversal areas or Type F stream, Type SSBT stream, large or medium type Np stream riparian management areas. If the harvest unit contains one or more designated sediment source areas adjacent to a riparian management area or designated debris flow traversal area, the operator shall retain all trees in at least one of the slope retention areas.
- (5) For harvest units containing Terminal Type Np stream riparian management areas experiencing stand level mortality in Eastern Oregon, the operator may harvest dying or recently dead trees within the outer zone of the riparian management area.
- (6) The State Forester shall exempt small forestland owner harvest units experiencing stand level mortality from the watershed cap described in OAR 629-643-0140.
- (7) Except as explicitly stated in this rule, all other forest practice rules apply.

Public Comment Related to the Post-Disturbance Harvest Rulemaking Directed by SB 1501 (2022)



Response to Public Comment

The Department of Forestry (ODF) would like to clarify the following items for the Board of Forestry and the public in response to public comments received in response to the [Notice of Rulemaking](#) filed on March 27th, 2024:

Legislative Direction & Private Forest Accord (PFA) Intent

Legislative direction regarding this rulemaking is in section 6 of [Senate Bill 1501 \(2022\)](#) which directs the Board to complete the rulemaking under specific procedures and sets the scope as "...the post-disturbance harvest of trees that, but for the disturbance, would not be harvested under rules adopted, amended or repealed as part of the rule package described in section 2...". In other words, rules adopted as part of this rulemaking must be about the harvest of trees that cannot be harvested under the forest practice rules that were adopted consistent with the [PFA Report](#). This means these rules would inherently conflict with the provisions of the PFA Report, but not the PFA Report itself as section 1.4.5 of the report states the board should complete post-disturbance harvest rulemaking and outlines what the authors anticipated as part of the process. This rulemaking effort has been conducted consistent with legislative direction, section 1.4.5 of the PFA Report, ORS 527.714, and the Administrative Procedures Act.

Purpose of the Rule & Applicability

The purpose of proposed Oregon Administrative Rule (OAR) 629-643-0300, as stated in the proposed rule, is "to prescribe an alternative vegetation retention prescription for harvest units experiencing stand level mortality. This alternative prescription is intended to contribute to desired future conditions, provide tree retention, woody debris, bank stability and result in the re-establishment of live trees.". Operators can apply the alternative vegetation retention prescription if the designated riparian management area (RMA) or harvest unit is experiencing stand level mortality as defined by the rule. While it's intended to contribute to desired future conditions, it is not intended to be a path to achieving desired future conditions more quickly and this is not the threshold an operator must meet to apply the prescription. Similarly to the standard practice and small forestland owner minimum option, proposed OAR 629-643-0300 applies to operations as defined in the forest practice rules which involve commercial activities, meaning restoration activities that are not an operation are not impacted by this proposed rule.

Opportunities for Site-Specific Prescriptions

The proposed rule contains region specific provisions and section 7 of the rule states all other forest practice rules apply. If the stand level mortality definition is met the operator may apply the prescription as written or apply another prescription such as the standard practice, a small forestland owner minimum option, or pursue a Plan for Alternate Practice (PFAP) under OAR 629-643-0400 (Site Specific



Vegetation Retention Prescriptions for Streams and RMAs) or 629-605-0500 (Modifications of Requirements for Forest Health and Public Safety).

Chemical Application Provisions

The proposed restriction on chemical application is only in Western Oregon and would only apply when an operator chooses to use the alternative vegetation retention prescription to harvest dying or recently dead trees in a Type F or Type SSBT stream RMA. It does not prohibit the use of chemicals to address invasive species or noxious weeds through targeted ground-based application which could include the use of a backpack sprayer.

Version of Rules in the Notice of Proposed Rulemaking

The [Post-Disturbance Harvest Draft Rules](#) document presented to the Board in February shows proposed OAR 629-643-0300 as a "(Clean copy-replaces existing rule entirely)". ODF filed the [Notice of Proposed Rulemaking](#) consistent with the draft rules document received by the Board.

Summary of Public Comments

Summaries are based solely on information submitted and are intended to accurately represent written and verbal comments; however, they may not contain the full submission. Text outside of quotes was prepared by staff while information inside quotation marks is directly from written comment. Comments are in alphabetical order with comments by governmental entities last.

Allen Hallmark

"I am quite concerned that the compromises made to write the new PFA rules for PDL have rendered them ineffective in protecting the forest, stream, and fishery values the rules are supposed to protect. Please add my comments to the list of those who are urging that post-fire or other severe disturbance logging should adhere to the same setbacks from streams and other bodies of water as required for normal logging operations. It makes no sense to waive those rules for post-disturbance logging. So, I am asking that you revisit these rules and amend them to provide much more protection for soil and streams by increasing the size of protected riparian zones."

Associated Oregon Loggers

"Associated Oregon Loggers appreciates the draft post-disturbance harvest rules' recognition of the unique knowledge and judgment that our members bring to their work as the "competent persons" required by OR-OSHA. The continued support ODF has showed in these rules acknowledging the discretion of these skilled professionals to manage such dangers appropriately is encouraging. We also wanted to stress the importance in updating any technical guidance and definitions of dying or recently dead trees with professional foresters and those competent persons making up the operating community."

Collins

Collins agrees with most of the rulemaking but did share considerations regarding herbicides. "We do want to share that in our extensive reforestation efforts the most critical component to the success of post-disturbance reforestation is the use of herbicide to suspend competing vegetation during conifer establishment. Seed supply is at critically low levels, particularly in Eastern Oregon. As we adapt to drier conditions each seedling planted needs to be given every opportunity to thrive, which means eliminating competition for water upon planting. The current recommendation of non-spraying within such a large buffer will translate into landowners excluding these areas from conifer establishment following catastrophic events, and therefore reducing landscape forest restoration efforts. We ask that you will reconsider the large buffer zone for herbicide use."



Dan Newton

States that the Oregon Small Woodlands Association (OSWA) does not oppose the Oregon Forest Industries Council (OFIC) position on post-disturbance rules related to industrial forestlands but that they do support an alternate plan that allows salvage and restoration of devastated riparian areas. He questions why the ODF literature review did not include studies related to food for fish. "Regarding the current proposal, I support the increased flexibility to remove dead trees from non-fish streams and large fish streams, but I have the following concerns: The current proposal limits the harvest of any dead trees less than 75' from fish streams, thus prohibiting salvage from small fish or medium fish streams for landowners using the SFO option. These two classifications represent most of the network of fish-bearing streams. Even without future economic incentive to restore conifers in RMAs, some of our landowners would like to restore native conifers next to streams to provide a source of large wood in the future. In summary, I support the idea of removing dead trees and restoring riparian areas damaged by catastrophic disturbance, but this proposal should also allow removal of dead trees from small and medium fish streams for small landowners (along with potential wood placement), as well as to stay with current rules for backpack applications to control competing vegetation."

David & Mary Ann Bugni

"In summary, the socioeconomic differences between industrial forestland owners and SFOs, the varying degrees and types of natural disturbances that may arise, their relative infrequency (as compared to normal business as usual harvesting), and the varying conditions under which they may occur dictate that SFOs require a more performance-based alternate plan procedure that recognizes such realities and that can be implemented on a case-by-case basis. Allow SFOs greater flexibility to remove some dead trees from within the RMA for all sizes of fish streams, which could provide some funds to the SFO for establishing (or reestablishing) conifers along streams, post-planting maintenance of these seedlings (e.g. mechanical and/or chemical control of competing vegetation) until they are free to grow, and placing of some of the dead, large wood into streams with large equipment. Such smart policies will be a win-win for the SFO, for the state's implementation of related policy regarding the PFA, and the environment."

David Wells

"Current rule language allows for Alternative Vegetation Management prescriptions along streams that incur catastrophic events resulting in substantial tree mortality. The proposed change and I quote "For harvest units in Western Oregon the operator may, for Type F and Type SSBT stream riparian management areas, experiencing stand level mortality harvest dying or recently dead trees outside 75 feet slope distance from the edge of the active channel or the channel migration zone." This rote distance disregards the importance of bringing forest management opportunities closer to the stream as is currently the case. It is also interesting that the use of herbicides is also prohibited within 75 feet of the stream. The given reason for this is to encourage hardwood sprouting. My understanding of one of the goals of the PFA is to encourage large conifers adjacent to streams for the benefits that they provide. The re-sprouting of hardwoods could delay the establishment of the longer-lived conifer trees, as part of the desired future condition along streams. The sooner that the DFC could be established seems like the better. The current rules are adaptive and allow a variety of solutions to be worked on between the Oregon Department of Forestry Stewardship Forester and landowner. A word that I hear more and more often is the word curiosity. Setting rote distances along streams in these exceptional catastrophic events takes some of that curiosity away about what can be done to restore a functioning riparian management area. I ask that the current rules are continued and that the proposed rules not adopted."

Giustina Land & Timber Co.

"We recognize this rule-making package as a settled negotiation between environmental and forest sector "authors". While the Board of Forestry has elected to proceed with public rule-making and accept public comment, we remain supportive of the rule package as negotiated and do not suggest any



change. Further, we encourage the Board to adopt the rule package as initially presented, with no changes. We believe this rule-package supports the development of a robust HCP, necessary to provide regulatory protections for both listed species and forest landowners."

Gordon Culbertson on behalf of the Oregon Small Woodlands Association (OSWA)

States that OSWA does not oppose the OFIC position on post-disturbance rules related to industrial forestlands and supports elements of the proposed rules that allow for harvesting of dead, down and dying trees in non-fish buffers and supports the use of herbicides to control noxious weeds or invasive plant species using ground application methods. "Ken Nygren testified on behalf of OSWA during the February comment period. Mr. Nygren referenced and noted OSWA support for the inclusion of "alternative vegetation retention 1 (catastrophic events)" as a restoration option for small forest owners (SFO) in situations such as the January 2024 ice storm that severely impacted the Southern Willamette Valley. This alternative prescription is noted under 629-643-0300 in the publication of Forest Practice Administrative Rules and the Oregon Forest Practices Act dated January 2024. Unbeknownst to and without consultation of OSWA members this language has been stripped from the post-disturbance rules dated March 27, 2024. This is unacceptable to our members as it eliminates options for critical practices supporting forest health and post catastrophe restoration on small woodland parcels. SFO (non-industrial) issues of concern differ in some cases than those of industrial forests. SFO families have unique goals for their property and the post-disturbance rules as proposed do not adequately protect SFO interests and values. Post disturbance rules as proposed discourage SFO stewardship of multiple resources. Following a catastrophic event such as wildfire, ice storm or windstorm the proposed rules inhibit the SFO from post disaster restoration efforts near fish streams. The rules as proposed will prohibit the landowner from treating large swaths of dead, dying or down trees on their property. This will exacerbate wildfire hazard and encourage insect infestation in adjacent forests and place nearby homes in jeopardy. Adaptive management practices are in order that will encourage collaborative solutions for post-disturbance situations. SFO families need an alternate plan procedure approved in the spirit of existing alternative vegetation retention prescriptions. We suggest rules adopted include options for alternate plans that recognizing stand condition, basal area, desired future stand conditions and historic land use considerations."

Greg Peterson

Details firsthand experience managing his property through multiple disturbances and states that small forestland owners are at a significant disadvantage compared to large landowners. "In the proposed alternative plan, shade was listed as the primary reason for not managing competing vegetation and that fast-growing hardwood would provide shade. While hardwoods will come in, brush and invasive species/noxious weed will also gain a foothold and soon become a seedbed, with very few conifers able to grow without suppressing competing vegetation. Post-disturbance mitigation is very expensive. SFOs have significantly higher unit costs and different priorities than large landowners, and thus need adaptive alternative practices that allow the harvest of marketable down and dead trees within RMAs, to offset other restoration costs. SFO landowners also need to be able to backpack spray to control noxious weeds and invasive species. Without herbicides, disturbed areas will eventual become a mix of brush, invasive species, and noxious weeds. There should not be additional restrictions on backpack spraying, which is an essential reforestation tool. SFOs need procedures that encourage alternate vegetation retention prescriptions that recognizes stand condition, basal area, desired future conditions, and historic land use. P.S. There was a SFO restoration option noted under 629-643-0300 in the Jan 2024 publication of the Forest Practices Administrative Rules and the Oregon Forest Practices Act. Oregon Small Woodlands Association (OSWA) was not consulted on why such credible procedures for SFO alternative practices were unexpectedly stripped from the 3-27-24 Post-disturbance rules. This is an unacceptable shortcut of PFA procedures."



Kate McMichael

Details firsthand experience of managing through multiple disturbance events and ongoing fears related wildfire risks. States she does not speak for OSWA, but as an OSWA member is unopposed to the post-disturbance salvage provisions regarding industrial forests, however she is concerned for family forests with greater proportions of riparian areas. "The current post-disturbance rules for alternative practice seem to take the realities of SFOs into consideration far more than the proposed changes. Stripping away reasonable provisions for crafting an alternative practice solution to restore disturbance-devastated riparian areas—with a stewardship forester, on a place-based, case-by-case basis—and replacing it with a one-size-fits-all prescription seems utterly counterproductive. These rules seem to actually undermine the work of riparian restoration rather than support it."

Mark Vroman

"Rulemaking package as presented should be adopted. The package as presented represents a solid collaborative effort in rule making from all parties concerned."

Nancy Hathaway

Details firsthand experience managing lands after a disturbance and the related challenges and an observation from Italy. "An alternative vegetation retention prescription for small landowners would be a step in the right direction in terms of fairness and equity in the market. Prior rules allowed thinning which would help alleviate the cost of clean-up and replanting. We need an alternative plan that will be less burdensome to SFOs and provide an incentive to restore the damaged riparian forest. We own the land but the state is now controlling the trees on our land. So where is our incentive to replant trees for the state? Without spraying, planting seedlings in RMAs is just providing deer and elk nourishment. I ask you to consider this in your rule-making. "Letting Nature take its course" is akin to mismanagement and speaks to ignorance of real life situations, a position often taken by folks who have never worked in a real forest."

Oregon Forest Industries Council (OFIC)

OFIC stated rules regarding salvage harvest are critical for the protection and recovery of important resources following devastating natural disasters. They support the rules as drafted and request the Board adopt them and urged ODF and the Board to finalize the rulemaking process prior to the conclusion of the 2024 wildfire season. Verbal comments state PFAPs are an option and the concerns expressed by small woodland owners who testified are heard however PFAPs are the avenue and folks are just not understanding. OFIC urges adoption and encourages ODF to have a conversation with small woodland owners.

Oregon Small Woodlands Association (OSWA)

"Our organization is deeply concerned about the proposed limitations and negative impacts on forest restoration activities in the new Post Disturbance Harvest rules. The Oregon Small Woodlands Association is not opposed to the position on the Post Disturbance Harvest rules offered by the state's large timberland owners applied to industrial timberlands. As proposed, near streams, the new Post Disturbance Harvest rules will clearly and significantly reduce Oregon's Small Forestland Owners ability to respond with restoration efforts to improve forest health. Recovering family picnic sites, camping spots, and recreational access is also important to us. This may require removal of hazard trees for safety, salvage of timber, removing invasives, and reduction of fire hazards. Before adopting the new Post Disturbance Harvest rules, the Oregon Small Woodlands Association urges ODF to consider the plight of our members and Small Forestland Owners all over the state who are facing the negative impacts - right now - with recent wildfires and ice storms. The Oregon Small Woodlands Association also requests that ODF consider the families who will face the next post disturbance scenario on their own properties, and what outcomes we want to see in the long run. ODF must reduce the negative impacts of the proposed Post Disturbance Harvest rules on Small Forestland Owners."



Oregon Wild

Intended to attend the rules hearing as an observer, however shared Oregon Wild was a signatory to the PFA and supports the draft rules as presented.

Paul Harlan on behalf of the NE Oregon OSWA Chapter

States OSWA does not oppose the OFIC position on post-disturbance rules related to industrial forestlands and supports elements of the proposed rules that allow for harvesting of dead, down and dying trees in non-fish buffers and supports the use of herbicides to control noxious weeds or invasive plant species using ground application methods. "Ken Nygren testified on behalf of OSWA and its members during the February comment period. Mr. Nygren referenced and noted OSWA support for the inclusion of "alternative vegetation retention 1 (catastrophic events)" as a restoration option for small forest owners (SFO). This alternative prescription is noted under 629-643-0300 in the publication of Forest Practice Administrative Rules and the Oregon Forest Practices Act dated January 2024. This language has been dropped from the post-disturbance rules dated March 27, 2024. This is unacceptable to our NE OSWA members as it eliminates options for critical practices supporting forest health and post catastrophe restoration on small woodland parcels. Having the flexibility to operate with the 'alternative vegetation retention 1' option allows these owners on a site by site application have a higher degree of success in reestablishing conifer trees plus also providing a running start at getting shade started on these non-fish bearing stretches of water. Removing the language that was in the alternative prescription as noted under 629-643-0300 in the publication of Forest Practice Administrative Rules and the Oregon Forest Practices Act dated January 2024 takes away our members abilities to creatively help restore the catastrophic disturbances that our east side members are at risk for. We ask that the January, 2024 language for the inclusion of "alternative vegetation retention 1 (catastrophic events)" as a restoration option for small forest owners be restored in the regulations."

Requested not to be identified.

"We need to be retaining more snags and other standing and downed wood in riparian areas. This will help with erosion control and improve water quality by lowering turbidity. We also need to cease herbicide use, allowing for deciduous and other hardwood trees to grow in riparian areas to provide shade quickly post disturbance and cool water temperatures to protect salmon and drinking water. Standing and downed dead wood provides great habitat and good carbon storage even post disturbance."

Southern Oregon Climate Action Now

"We understand that the Private Forest Accord (PFA) was developed as a compromise between the conservation organizations focused on promoting healthy forests that can serve Oregonians in a multi-faceted manner, and an industry which, time and again, argues that the only value in our forests is measured in terms of the profits to be made from harvesting the timber. The compromise that is the PFA should not be circumvented under the stealth guise that post-disturbance logging is different from regular logging. We know that our streams and rivers need to be protected from encroachment by logging and by the imposition of logging on steep slopes. We also know that the recovery of disturbed forests requires a light and sensitive hand, not the bludgeoning of logging equipment that compacts soils and promotes soil erosion. For these reasons, we urge that the Post-disturbance Logging Rules parallel exactly the logging rules developed in association with the Private Forest Accord and be no less stringent."

Wild Salmon Center

Wild Salmon Center highlighted excerpts from the ODF literature review and stated that they support the Boards' degradation finding, concluding that the post-disturbance harvest rules are a compromise and effort to retain core protections. Additional verbal comments suggest draft rules reflect the PFA commitments and Senate Bill 1501 requirements, and the accelerated timeline is for inclusion in the habitat conservation plan. Asked that ODF move forward with adoption of the rules as written. Stated



understanding that PFAPs would be allowed under these rules allowing flexibility particularly for restoration as it relates to concerns expressed by others at the rules hearing and encouraged ODF to clarify.

Comment by Governmental Entities

Baker County (submitted by Commissioner Christina Witham)

Baker County disagrees with the determination that degradation of resources is likely to occur if forest practices continue under the existing rule "but realizes the current lack of proper management must improve and that counties must have more coordination, collaboration and cooperation in current practices at the state level. To leave excess fuels along streams after a catastrophic event increases the possibility of fire along streams that are heavy in fuels resulting in contaminated water, unprotected streams and costly filtration systems for watersheds. Because these rules will apply to forestlands "owned by state, county, city or private individuals or entities", this ruling will have an economic impact although your statement is that the "impact is uncertain". The current rule and any future rules should be determined based on specific locations, climates, terrain, etc., because we know that the forests of the west are not the same and never should be compared to the forests of Eastern Oregon, a broad brushstroke ruling across Oregon will not work, it is not sustainable, it will be costly and detrimental to healthy streams and the health of our communities. Baker County objects to this rule change and encourages a wider consensus for feedback from the public, industry and landowners, not from "344 individuals" who responded to the ODF solicitation."

Oregon Department of Environmental Quality (DEQ)

DEQ expressed appreciation of ODF staff's scientific efforts and inclusion of other state agencies and interested parties related to the rule. DEQ agrees that the current rule is not protective of water quality and aquatic ecosystems and is likely to result in degradation and failure to meet desired future conditions. They state the proposed rule is a substantive and important improvement in water quality protection. DEQ has concerns about the adequacy of the proposed rule and feels these interventions are unlikely to reach desired future conditions sooner. They explain their comments are based on a review and analysis and they describe their methods and findings. "We only considered the question of whether the proposed post-disturbance riparian rules are less likely to achieve water quality goals than the standard riparian prescriptions in Division 643. The concern DEQ has with the Type F/SSBT provision is not in the overall design of the rule, which we support, but in the specific no-harvest width. Proposed Type F/SSBT rule would likely cause additional anthropogenic warming in fish-bearing streams beyond the natural disturbance in excess of TMDL load allocations for at least four years, relative to default RMA requirements. With regard to the PCW criterion of +0.3°C cumulatively, exceedance is possible but less certain for single harvests, but we recommend considering this at the watershed scale. The proposal to allow planting at a lower density in the managed portions of F/SSBT RMAs and the restrictions on herbicide use are ecologically beneficial and should allow development of stands with species and structural diversity and with greater ecological resiliency when compared to stands planted at higher densities with one or two conifer tree species. Proposed Type F/SSBT rule would cause a small decrease in large wood recruitment relative to default RMA requirements. Anthropogenic riparian erosion and sediment transport in addition to that generated by the natural disturbance is unlikely to be significantly different than the default RMA requirements except in extreme cases (steep slopes and high soil burn severity). Proposed Type Np rules would likely cause additional anthropogenic warming in both the Np stream itself and downstream fish-bearing streams beyond the natural disturbance itself, in excess of the PCW criterion and TMDL load allocations relative to default RMA requirements. Proposed Type Np would eliminate post-disturbance large wood recruitment from riparian no-harvest zones that would otherwise be present with consequent negative effects for aquatic and riparian habitat and downstream water quality. Anthropogenic riparian erosion and sediment generation and transport, in addition to that generated by the natural disturbance, is likely to be significantly higher than the default RMA requirements, especially in extreme cases (steep side slopes



and high soil burn severity), with negative implications for aquatic life and drinking water provision. Elimination of wood retention on otherwise protected Sediment Source Areas (landslide-prone slopes) would likely increase failure probability, reduce habitat creation benefits of landslides and debris flows, and contribute to downstream water quality degradation with negative implications for aquatic life and drinking water provision, relative to the default landslide-prone area requirements. Alternative Rule Approaches Leave all riparian management areas (RMAs) and Sediment Source Areas (steep slopes; SSAs) protected as they are in the regular forest practice rules. Leave all RMAs and protected SSAs as no-harvest zones except those with densities greater than 300-500 trees per acre, using thinning, erosion reduction practices, and replanting as needed to aid recovery. Suggested density targets are 80-150 trees per acre with no-harvest zones on all streams (e.g. 35-50ft on Np, 75-90ft on F/SSBT). Use the proposed post-disturbance riparian rule structure, adjusting no-harvest widths to be lower risk (e.g. 90ft on F/SSBT, 50ft on small Np). Remove the provision for harvest on otherwise protected SSAs.”

Oregon Department of Fish and Wildlife (ODFW)

ODFW supports the purpose of the proposed post-disturbance harvest rule and the proposed increases in buffer and tree retention requirements in comparison to current rule, especially for live green trees. ODFW believes that the protection of Type N streams is essential given the important role they play as habitat for a variety of species, especially Type Np streams and their associated buffers (RH max) in the proposed post-disturbance harvest rules. ODFW believes that the protective RH max buffer along the Type Np streams is indispensable to achieving desired future conditions for streamside areas and is the first line of defense to ameliorate impacts further upstream and contributes habitat structure and function to fish-bearing (including SSBT) streams directly downstream. ODFW recommends that the proposed post-disturbance harvest rule include a no-harvest buffer in the RH max for small Type Np streams in western Oregon. ODFW recommends, that at a minimum, a protection standard be applied to the small Type Np RH max that is in alignment and consistent with the same thresholds established for other stream type classification RMAs. ODFW encourages leaving burned wood on the landscape as much as possible, particularly in riparian areas to ensure long term benefits are realized.

U.S. Environmental Protection Agency Region 10

EPA is concerned that existing and proposed OAR 629-643-0300 are inconsistent with the PFA Report and legislative direction, that ODF has not provided evidence the proposed rule would achieve desired future conditions more quickly than standard options and stated their understanding is that OAR 629-643-0300 can be applied when it would achieve desired future conditions more quickly than the standard option. Based on this understanding, they state ODF should take the following actions; reconsider repealing the existing alternative vegetation retention prescription rule or provide further evidence to support the proposed rule revisions, identify conditions in which the alternative vegetation retention prescription would achieve desired future conditions more quickly than the standard options and articulate how they will work with landowners to verify the alternative vegetation retention prescription is applicable.



STAFF REPORT

Agenda Item No.:	15
Work Plan:	State Forests Work Plan
Topic:	State Forests Management
Presentation Title:	Western Oregon State Forests Draft Forest Management Plan Scenarios
Date of Presentation:	June 4, 2025
Contact Information:	Tod Haren, Information Unit Manager Tod.H.Haren@odf.oregon.gov Michael Wilson, State Forests Division Chief Michael.Wilson@odf.oregon.gov

CONTEXT

Forest Management Plans (FMP) provide the overarching direction for state forestlands managed by ODF. These plans are developed pursuant to Oregon Administrative Rule (OAR) 629-035-0030 and are approved by the Board of Forestry to codify the Board's finding that the management direction in the FMP meets Greatest Permanent Value (OAR 629-035-0020).

When an FMP is adopted as rule, new Implementation Plans are created to set medium-range management objectives designed to meet long-term FMP goals. Since the draft FMP is a high-level document intended to allow for a broad range of implementation pathways, the Board will consider a broad range of potential scenarios to guide staff towards the Board's desired outcomes for the draft FMP goals. In the fall of 2024, the Board, the Forest Trust Lands Advisory Committee (FTLAC), and Division staff discussed potential scenarios for Division staff to model to demonstrate trade-offs among resource goals. In this meeting, Division staff will share the results of the modeled scenarios (see attachment) for discussion between the Board, FTLAC, and Division staff.

FMP SCENARIOS

The Division's forest activity model emulates how the forest could be managed over time with forest stands grown forward from the current inventory. It projects harvest volumes, revenues, and forest stand metrics across the landscape by optimizing management decisions according to model inputs, such as silvicultural practices, goals, and constraints. The resulting forest stand metrics can in turn project a range of Performance Measures, such as carbon storage or habitat suitability for species covered under the proposed Habitat Conservation Plan (HCP).

Scenarios are not specific implementation alternatives that would be adopted as-is. Actual implementation of FMPs is carried out through more specific plans under the authority of the State Forester (OAR 629-035-0030(5)(b)). The intention of modeling FMP scenarios is to show examples of trade-offs between resources and outcomes under different implementation approaches.

The scenarios, summarized in the table below, approach timber management outside of Habitat Conservation Areas differently than the current approach. All 10 scenario runs were modeled to meet the requirements of the proposed Habitat Conservation Plan. Economic, environmental, and social outcomes of the modeled scenarios are reported in detail in the attached report.

	Run a	Run b	Run c
<u>Scenario 1 – 30-year Volume Targets</u> , with reset to non-declining flow after 30 years	185 MMBF on BOF land	195 MMBF on BOF land	205 MMBF on BOF land
<u>Scenario 2 – Long Rotations</u> with more even distribution of age classes	Up to 120 years in managed acres	Up to 150 years in managed acres	
<u>Scenario 3 – Maximize volume over the whole modeling timeframe</u>	Unlimited variation in volume between 5-year periods	Limit of +/- 10% variation in volume between 5-year periods	
<u>Scenario 4 – Maximize Net Present Value</u> using a 4% discount rate	Unlimited variation in volume between 5-year periods	Limit of +/- 10% variation in volume between 5-year periods	Limit of +/- 30% variation in volume between 5-year periods

RECOMMENDATION

Information only.

NEXT STEPS

Over the next several months, the Division will:

1. Discuss the scenario tradeoffs with the State Forests Advisory Committee and share their feedback with the Board.
2. Quantify potential Performance Measures based on modeled Scenarios and Board direction.
3. At the September 2025 Board meeting, obtain guidance from the Board for Performance Measure targets or thresholds to inform the development of initial Implementation Plans (currently expected to begin with fiscal year 2028) for the draft FMP.

ATTACHMENTS

- (1) Scenario Modeled Outcomes Report

This report has been updated with a correction.

Please see the Scope of the Modeling section on page 3. The original version of this report incorrectly stated the modeled assumptions changed after model period 14 (year 70), coinciding with the end of the HCP term. This statement has been corrected.

Oregon Department of Forestry

Forest Management Plan

Scenario Modeled Outcomes

May 14, 2025

June 23, 2025

Note: This report contains a correction.

Please see the [Scope of the Modeling](#) section. The original version of this report incorrectly stated the modeled assumptions changed after model period 14 (year 70), coinciding with the end of the HCP term. This statement has been corrected.

Introduction and Background

Context

In November 2024, the Board of Forestry (Board) directed State Forests Division (Division) staff to develop scenarios selected by the Board and informed by the Forest Trust Lands Advisory Committee (FTLAC). The scenarios selected by the Board encompass a range of different management approaches that would meet long-term goals in the draft Western Oregon State Forest Management Plan (FMP) and fulfill the requirements of the proposed Habitat Conservation Plan (HCP). The modeled results of these scenarios are intended to inform discussions between the Board, FTLAC, and Division staff around trade-offs between forest resource goals.

Scenarios are not specific implementation alternatives that would be adopted as-is. Actual implementation of the FMP is carried out through more specific plans under the authority of the State Forester (OAR 629-035-0030(5)(b)). The intention of modeling these scenarios is to show examples of trade-offs between resources and outcomes under approaches that are different than the Division's current forest management. In particular, the scenarios explore differences in timber management outside of designated Habitat Conservation Areas (HCA) under the proposed HCP. Management of these "General Stewardship" areas were modeled through time based on four scenarios, each with model runs with different parameters. All model runs meet the requirements of the proposed HCP as well as other legal requirements for forest management.

Economic, environmental, and social outcomes of the modeled scenarios are detailed in this report. A report on the socioeconomic impact of the scenarios is forthcoming and will have a more detailed analysis of the local impact of scenarios on employment, recreation, and other factors.

Scope of the Modeling – Draft Western Oregon State Forest Management Plan with Proposed Habitat Conservation Plan

Timeframe. The analysis considers a 150-year planning timeframe (2025-2174) under all scenarios. This is equal to the 70-year permit term for the proposed HCP plus an additional 80 years, which ensures sustainable harvest through the harvest rotation following the permit term. The analysis includes alternative forest management objectives (e.g., spatial and temporal flow of harvest, habitat outcomes) as well as constraints that are held constant throughout the timeframe for each of the scenarios.

The model enacts management and forest growth in 5-year model periods. Important changes in management approaches occur after model period 6 (year 30) when HCA management is no longer performed. Following model period 14 (year 70), the management approaches used in periods 7-14 continued to be modeled (i.e., HCP implementation continues); however, the HCP permit term would have lapsed.

Geography. The analysis covers all Board of Forestry Lands (BOFL) and Common School Forest Lands (CSFL) managed by ODF in six State Forests districts in western Oregon: Astoria, Tillamook, Forest Grove, North Cascade, West Oregon and Western Lane. The included land is referred to as the “plan area.”¹

Constraints. Operational constraints (e.g., Riparian Conservation Areas (RCA), topographically inoperable areas, inner gorges, and roads) are the same across all scenarios. Silvicultural treatments for habitat improvement are permitted within HCAs across all scenarios only for the first 30 years in alignment with the proposed HCP. “Periodic variation” used as a modeling rule, is set to different levels in accordance with the Board selected scenarios to limit changes from one 5-year model period to the next.

Scale. Geographic scale determines the area used to control management objectives. Setting a geographic scale for management objectives provides an opportunity to address concerns about equity, revenue distribution, and regional environmental impacts. All scenarios used the same approach to geographic scale, with harvest scheduling simulated at the georegion scale.

- 1) Georegion scale. State Forests in the plan area are grouped into two geographic regions, North Coast – Astoria, Forest Grove, and Tillamook Districts and Willamette Valley – North Cascade, West Oregon District and Western Lane Districts (includes Veneta, Coos and Southwest Oregon units).
- 2) District scale. State Forests are organized by the field office or district out of which they are managed.

Harvest Flow. Harvest flow is the timing and amount of harvest over time within a geographic area. Flow considers the predictability and sustainability of harvest. The Board selected scenarios that approach harvest flow in different ways, but generally, harvest can be described as:

- 1) Even-flow. Level of harvest that can be consistently sustained during the modeled timeframe with minimal variation. Overall harvest is limited by available inventory and growth over time, but is stable, allowing for a more predictable implementation.
- 2) Departure: Departures from even-flow seek to achieve management objectives (e.g., maximize total volume harvested) regardless of variation in harvest levels over time.

Methods, Assumptions, and Uncertainties

MODEL SUMMARY

This modeling analysis relies on the outputs of a spatially explicit forest activity model that simulates silvicultural treatments on state forests over time. It projects timber harvest volumes, revenues, and forest stand metrics across the landscape based on the 2021 version of the Division’s Stand Level Inventory and a series of model rules and parameters related to harvest objectives, planning unit scale, and acres available for harvest. These inputs are used by the model as it seeks to find harvest solutions that balance the achievement

¹ The plan area is the BOFL and the CSFL in Western Oregon. It does not include lands in the Klamath-Lake district or in eastern Oregon, nor does it include the CSFL in Douglas and Coos counties that are part of the Elliott State Forest.

of a set of goals related to the management scenarios being evaluated. Forest stand metric outputs are used to further estimate resource trade-offs, such as habitat suitability for terrestrial species covered under the proposed HCP, distribution of forest age classes, distribution of harvests within drinking water catchments, and carbon storage.

SCENARIOS

This analysis defines primary goals to model differences in outcomes across four scenarios. The primary purpose of this analysis is to show a range of outcomes possible under the draft FMP with the proposed HCP. Within the plan area, the scenarios differ in their management of forests on General Stewardship areas outside of the designated HCAs.

The four scenarios selected by the Board and modeled across the plan area are:

- 1) **Scenario 1 – 30-year volume targets:** BOFL specific annual harvest volume targets by georegion with limited district-level annual harvest variability allowed for the first 30 years then reset to a non-declining harvest flow for the remaining years with no district-level harvest variability limits. Volume targets on BOFL² for the first 30 years are:
 - a. Run a: 185 million board feet (MMBF)
 - b. Run b: 195 MMBF
 - c. Run c: 205 MMBF
- 2) **Scenario 2 – Long rotations:** balanced distribution of age classes across managed acres by year 70; with a rotation age outside of HCAs up to:
 - a. Run a: 120 years
 - b. Run b: 150 years
- 3) **Scenario 3 – maximize volume:** maximize total cumulative harvest volume over time; with periodic volume variation limited to:
 - a. Run a: no limit
 - b. Run b: +/- 10%
- 4) **Scenario 4 – maximize net present value (NPV):** maximize NPV using a discount rate of 4%; with periodic harvest volume variation limited to:
 - a. Run a: no limit
 - b. Run b: +/- 10%
 - c. Run c: +/- 30%

² For all variations of this scenario, no volume target was established for CSFL; however, forest management activities on CSFL were included in the overall model solution.

Key Assumptions and Uncertainties

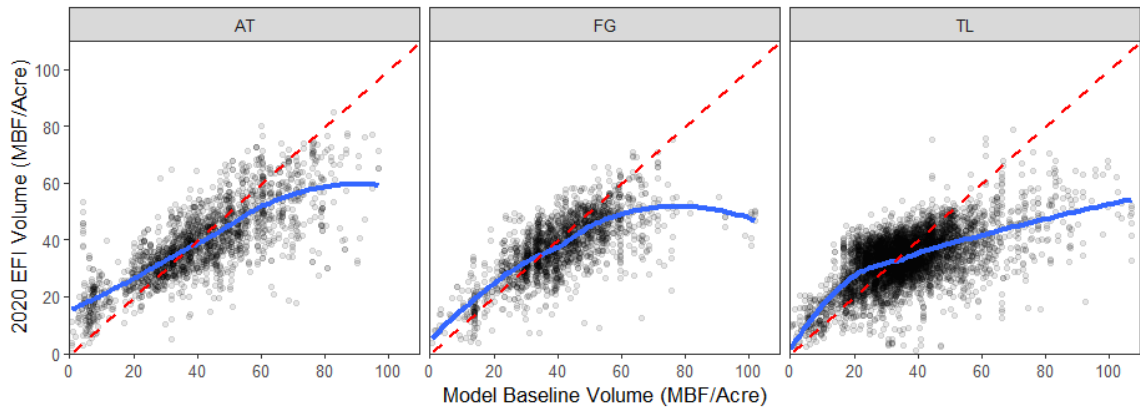
STARTING INVENTORY

The baseline inventory data where the scenarios start modeling forest management is the same as that used in the Modeled Outputs Report presented to the Board and FTLAC in December 2023. The starting inventory was updated for depletions (i.e., completed harvest activities) through the end of 2020. The current modeling effort builds upon the past modeling presented to the Board, and holding inventory steady changes fewer variables that could affect the outcomes. The accuracy of the starting inventory, which is addressed below, can affect the compounding tree growth and available volume through time.

The Division is transitioning from using a legacy Stand Level Inventory (SLI), based on variable-radius plots and imputation of unmeasured stands, to an Enhanced Forest Inventory (EFI), based on fixed-radius plots paired with lidar to model wall-to-wall forest metrics. The model uses tree lists from the 2021 SLI, with growth projected to 2025, as its starting inventory in model period 0. The 2021 SLI version was derived from tree measurements collected between 2003 and 2018, with approximately half collected after 2006. The EFI was not used because coverage was not available for the entire plan area and it does not currently provide tree lists required for the growth and yield components of these scenarios; however, EFI fixed-radius plot measurements were used in portions of the growth model calibration work that was presented to the Board in December of 2023.

We analyzed how closely stand volume estimates align in the SLI and EFI in the three North Coast districts (Astoria, Forest Grove, and Tillamook) surveyed with lidar in 2020. In general, the EFI estimates higher volume than SLI for stands with less volume (**Figure 1**, where blue line is higher than red dotted line), in part because the EFI accounts for green tree retention and small stream buffers in young stands. SLI estimates higher volume than EFI as stand volume increases (**Figure 1**, where blue line is lower than red dotted 1:1 line). In this comparison the starting inventory for the scenarios by district is 4.8%, 6.6%, and 7.5% higher than the EFI volume per acre for Astoria, Forest Grove, and Tillamook, respectively (**Table 1**).

Figure 1: Volume estimates for the 2021 SLI (Model Baseline Volume) versus the 2020 EFI. The blue line is a locally weighted regression to show whether the starting inventory in the scenarios is underestimated (if blue line is above the dashed red line) or overestimated (if blue line is below the dashed red line) relative to the 2020 EFI volume estimates. Each dot is a stand, with data filtered to remove stands <10 acres in size or stand age < 10 years old. Each plot is from one district: AT = Astoria, FG = Forest Grove, TL = Tillamook.



The above figure is summarized as the total percent error across all stands between the EFI and SLI with the mean absolute error (MAE) giving the expected difference (+/-) for any single stand in this comparison (**Table 1**). Even though inventory volume estimates for a single stand vary substantially (shown by the spread of dots in **Figure 1**), over the whole North Coast the variation is less biased (blue line in figure).

Table 1: Average difference between EFI and SLI in the North Coast districts. AT = Astoria, FG = Forest Grove, TL = Tillamook.

District	EFI mean MBF/acre	SLI mean MBF/acre	Percent difference	Stand MAE	Acres
AT	39.4	41.3	4.8%	8.7	75,644
FG	37.0	39.5	6.6%	7.5	67,870
TL	33.0	35.4	7.5%	8.7	119,820

On Astoria and Tillamook Districts, General Stewardship areas show a much smaller difference in merchantable timber volume per acre between SLI and EFI, compared to forests within HCAs. In Forest Grove General Stewardship areas there is less difference in merchantable timber volume between SLI and EFI (Table 2).

Table 2: Average difference between EFI and SLI in General Stewardship areas and HCAs in the North Coast districts. AT = Astoria, FG = Forest Grove, TL = Tillamook.

District	Management Area	EFI mean MBF/acre	SLI mean MBF/acre	Percent difference	Stand MAE	Acres
AT	General Stewardship	35.3	35.5	0.5%	7.7	33,616
AT	HCA	42.6	45.9	7.6%	9.5	42,028
FG	General Stewardship	36.3	39.0	7.4%	7.7	36,027
FG	HCA	37.9	40.1	5.8%	7.3	31,843
TL	General Stewardship	31.7	32.5	2.4%	7.2	57,570
TL	HCA	34.1	38.1	11.8%	10.1	62,250

The impact that the described inventory volume differences have on modeled harvest volume is not quantified here. The difference between inventory volume estimates used for timber sale planning and the actual volume harvested from those timber sales is tracked and factored into subsequent planning efforts.

THINNING

The models differed from typical planning by aggressively thinning stands as soon as they were eligible based on stand density targets. In implementation, thinning would be more evenly distributed across time by increasing options to delay thinning. This model behavior is most apparent in HCA management, where the majority of the thinning permitted in the first 30 years is enacted in the first 5-year model period. (see HCA Management section below) All scenario outcomes were affected similarly by thinning in HCAs being front-loaded.

The silvicultural pathways for thinning were limited in the model to a single commercial entry and age-capped at 55 years old. Scenario 2, with longer rotations, would be better modeled with multiple entries and later-aged thinning prescriptions. Growth and yield pathways based on ODF data were not sufficient to model these approaches. This has the effect of limiting modeled harvest volume outcomes from Scenario 2, where additional volume could be realized from additional thinning in mature stands.

HCA MANAGEMENT

The overarching management objective inside HCAs is to increase the quality and quantity of habitat for terrestrial species covered by the HCP. Habitat restoration and improvement activities inside the HCAs were set to be the same across all four scenarios in the model since harvest volume is not an objective, but rather a byproduct, of these habitat restoration or improvement activities.

Under the HCP, up to 45,000 acres of healthy conifer can be thinned and up to 30,000 acres combined of hardwood and Swiss needle cast affected stands can be treated inside the HCAs within the first 30 years of the

HCP permit term. The model thinned approximately 33,000 acres and treated around 26,000 acres of Swiss needle cast and hardwood stands during the first 30 years. The model accomplished a high proportion of thinning acres within the first period of allowed management inside the HCAs because of the way thinning was targeted in the model. In implementation, healthy conifer thinning along with restoration of Swiss needle cast and hardwood stands would follow the pace and scale guidelines within the proposed HCP and would be spread throughout the 30 years.

Silvicultural treatments within HCAs will be complex, using spatial arrangements of variable density thinning, no harvest areas, and small openings within healthy conifer stands to increase the quality and quantity of habitat for terrestrial covered species over time. Prescriptions will vary based on age, species mix, and current stand and site conditions. It was not feasible to model detailed treatments accurately within the scope of this analysis, so modeled silvicultural prescriptions inside the HCAs are more generic and simplistic than they will be when implemented. The model applies a moderate thinning prescription to all healthy conifer thinning retaining a residual stand density index (SDI) of 35%.

Similarly, the model uses a generic clearcut prescription with two leave trees per acre to treat Swiss needle cast and hardwood stands. Depending on the starting condition, species mix, site conditions and location, ODF will use a more complex suite of clearcuts, retention cuts, and very heavy thinning to treat these stands. For instance, if a hardwood stand contains no conifer trees, it may get a traditional clearcut. If a hardwood stand includes a mix of conifer trees, the conifer trees will be retained within the stand while the hardwoods are removed. Swiss needle cast stand prescriptions can vary similarly.

FEASIBILITY

Division staff and the project team reviewed resource outcomes across the scenarios. This report presents a high-level view of the outcomes, with the goal of presenting the relative difference between scenarios assuming they are carried out according to the model's solution. These comparisons are appropriate to inform "policy-level" decisions by the Board, but the actual implementation would vary compared to the model's solution.

A field review of the scenarios by foresters and resource specialists evaluated the feasibility and trade-offs of carrying out the management approaches in the scenarios based on the modeled outcomes. District-scale and more detailed spatial information of management in the scenarios was provided for internal review but is not presented in this report of scenario differences. District staff assessed internal workforce changes, infrastructure updates, reforestation capacity, and local resources that would be required to achieve the outcomes in the scenarios.

In general, ODF capacity needs for workforce, infrastructure, or reforestation tracks the harvest volume over time in the scenarios. Large fluctuations in harvest volume in a short period of time or in its apportionment among districts are difficult to plan for and carry out. Scenario 1, with consistent volume targets, was considered more feasible to implement logistically, although with abrupt staffing changes needed at the 30-year reset to non-declining flow. Scenario 1 was the only scenario with a district-level even-flow constraint. Adding flow constraints for smaller geographic scales in the model results in lower overall harvest volume if the model is tasked with maximizing volume, but may be desirable for planning continuity by ODF, counties, or local communities.

Staff noted that this high-level modeling does not account for additional constraints that arise during the planning process, such as new geotechnical concern areas, updated stream locations, or cultural resource concerns. Such features may result in localized impacts to harvest volumes or other objectives but should not affect the overall achievement of goals.

The model doesn't consider effects from climate change, pests, pathogens, drought, disturbance, or economic or regulatory changes.

Specific concerns for resource outcomes are noted in the sections below on Harvest Volume, Harvest Rotation Age, HCA Management, Habitat Quality and Quantity, and Recreation.

Economic Outcomes

Harvest Volume

The four scenarios vary in timber management and harvest approaches outside of the HCAs. Harvest volumes come from both inside and outside of HCAs for the first 30 years (**Table 3**) and outside of the HCAs for the remainder of the permit term (**Table 4**). All scenarios harvest more annual volume on average in the first 30 years compared to years 31-70. Relative differences in harvest flow among runs within each scenario were smaller than relative differences among scenarios.

Detailed figures with tables of each model period's BOFL and CSFL harvest level for the first 70 years, including by individual county for BOFL, are included in Appendix A.

Table 3: Average annual harvest volume (in million board feet) for the first 30 years of the modeled scenarios.

Scenario	Run	Total	BOFL	CSFL
1: 30-year BOFL target	a. 185 MMBF	192	185	6.9
1: 30-year BOFL target	b. 195 MMBF	203	196	7.1
1: 30-year BOFL target	c. 205 MMBF	212	205	6.9
2: Long rotations	a. 120 years	220	213	6.9
2: Long rotations	b. 150 years	170	165	5.6
3: Maximize volume	a. Unconstrained	235	228	7.9
3: Maximize volume	b. 10% periodic limit	230	222	8.0
4: Maximize NPV	a. Unconstrained	302	294	8.4
4: Maximize NPV	b. 10% periodic limit	289	281	8.8
4: Maximize NPV	c. 30% periodic limit	298	289	8.6

Table 4: Average annual harvest volume (in million board feet) for years 31-70 of the modeled scenarios.

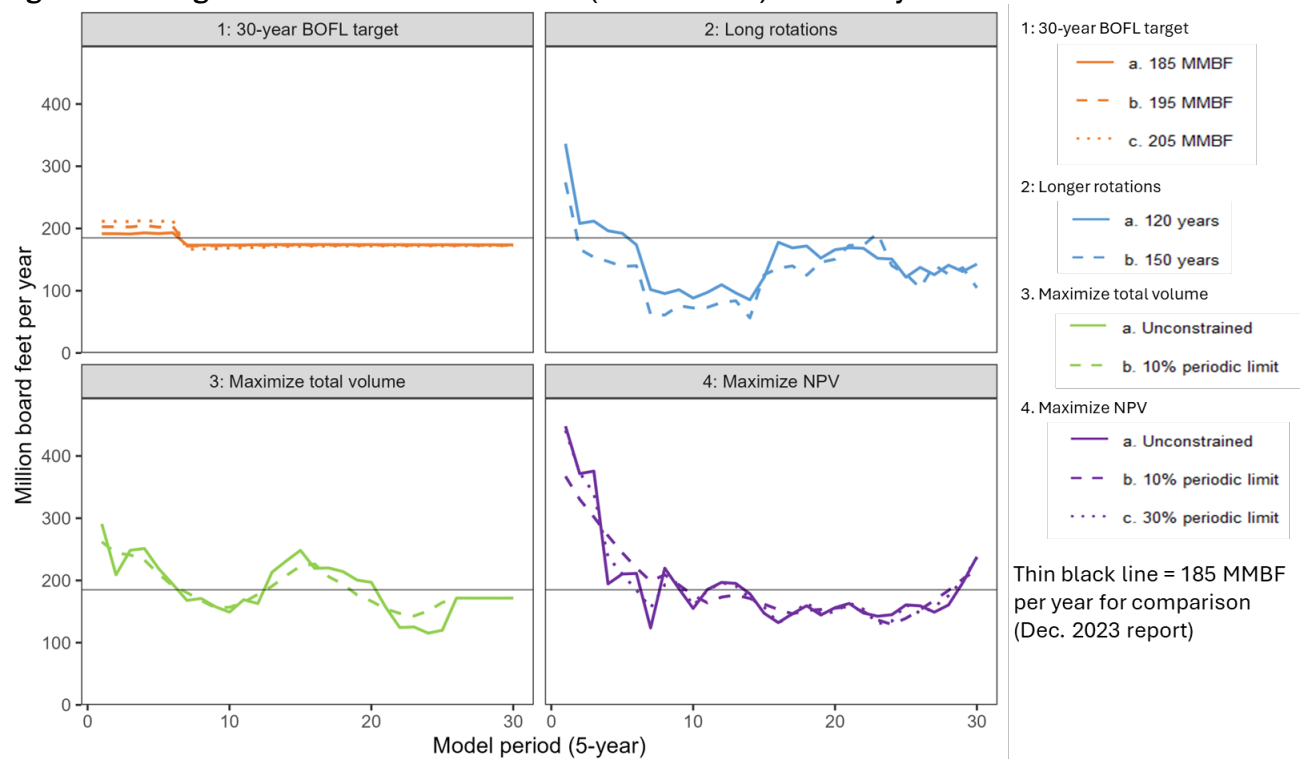
Scenario	Run	Total	BOFL	CSFL
1: 30-year BOFL target	a. 185 MMBF	174	168	5.7
1: 30-year BOFL target	b. 195 MMBF	173	166	6.2
1: 30-year BOFL target	c. 205 MMBF	169	162	6.3

2: Long rotations	a. 120 years	97	94	2.9
2: Long rotations	b. 150 years	71	68	2.5
3: Maximize volume	a. Unconstrained	178	172	5.5
3: Maximize volume	b. 10% periodic limit	175	170	5.6
4: Maximize NPV	a. Unconstrained	180	174	6.3
4: Maximize NPV	b. 10% periodic limit	183	177	5.6
4: Maximize NPV	c. 30% periodic limit	181	175	5.9

The variability in the flow of volume through time is apparent across the whole 150-year scope of the modeling (**Figure 2**). The horizontal black line on the graphs is set at 185 MMBF which represents the district scale even flow harvest level scenario from the December 2023 report for comparison. Scenario 1, by design, has the smallest amount of departure from even-flow compared to the other three scenarios. The major ebbs and flows through time in Scenarios 2 and 3 reflect the age distribution of stands available for harvest, coupled with the end of harvests within HCAs after 30 years (6 model periods). Scenario 4 front-loads harvests to achieve its financial objective compared to the other scenarios. Part of the spike in harvest during the first period of Scenarios 2, 3, and 4 is also due to the model's thinning harvests not being delayed if stands met the density requirements for treatment.

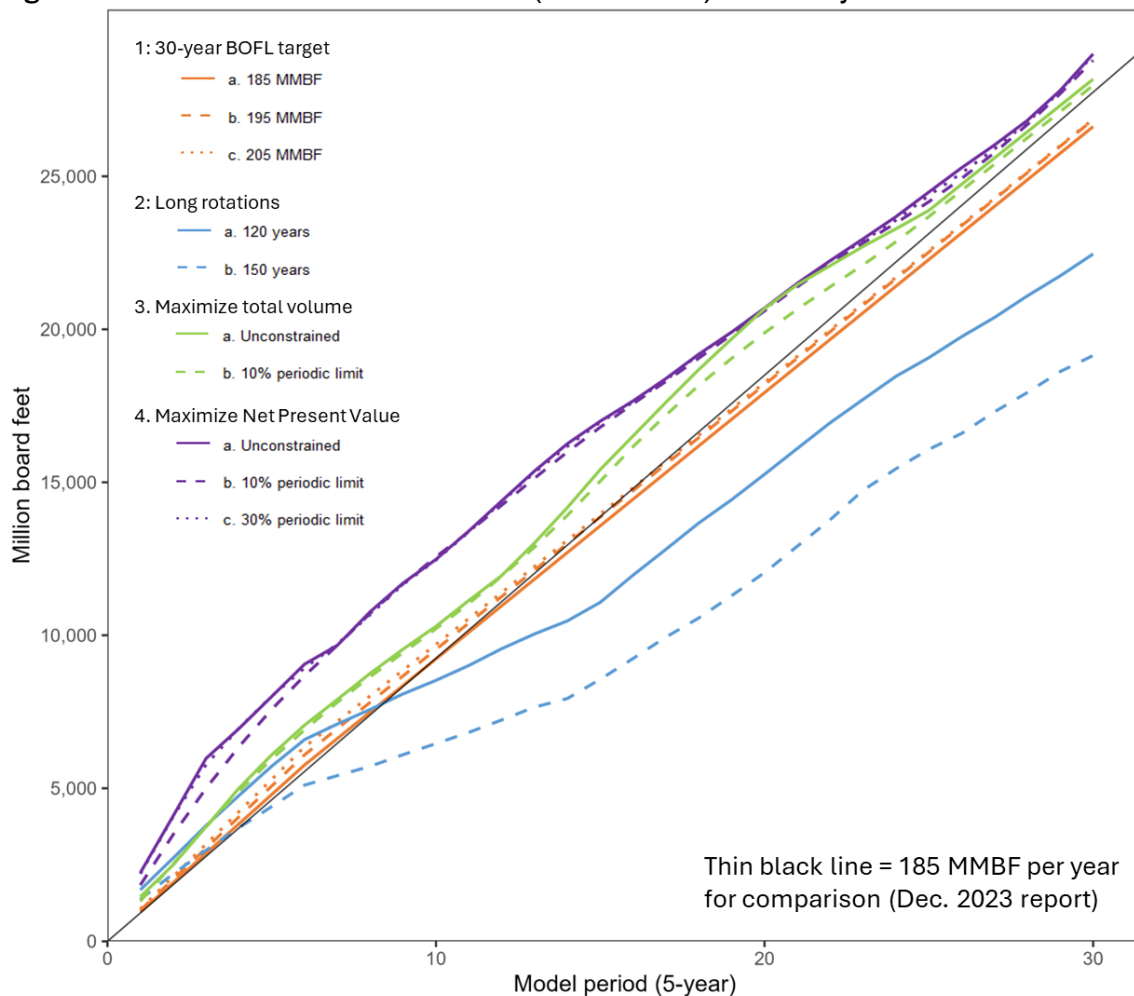
Within each scenario, the different model runs had different constraints or rules (see legend, **Figure 2**). In Scenarios 3 and 4 the limits on periodic variation in harvests over time smoothed some of the peaks and valleys in harvest flow compared to the unconstrained model runs.

Figure 2: Average annual total harvest volume (BOFL + CSFL) over 150 years.



Over the entire 150-year model timeframe (**Figure 3**), maximizing for NPV (Scenario 4) led to the highest harvest levels, with maximizing for total harvest (Scenario 3) a close second. 30-year volume targets (Scenario 1) had the third highest harvest levels, close to the even flow 185 MMBF harvest level. Long rotations (Scenario 2) had the lowest harvest levels. It should be noted that there are fewer harvest entries represented in stands as they become older under Scenario 2, so some potential volume may not be reflected; however, it is unlikely that additional potential volume would fill the gap between this and the other scenarios.

Figure 3: Cumulative total harvest volume (BOFL + CSFL) over 150 years.



Harvest flow among districts is more variable, as scenarios were modeled with most objectives set at the georegion scale (**Figure 4**). Only Scenario 1 had an even-flow constraint (for the first 30 years at the district-level).

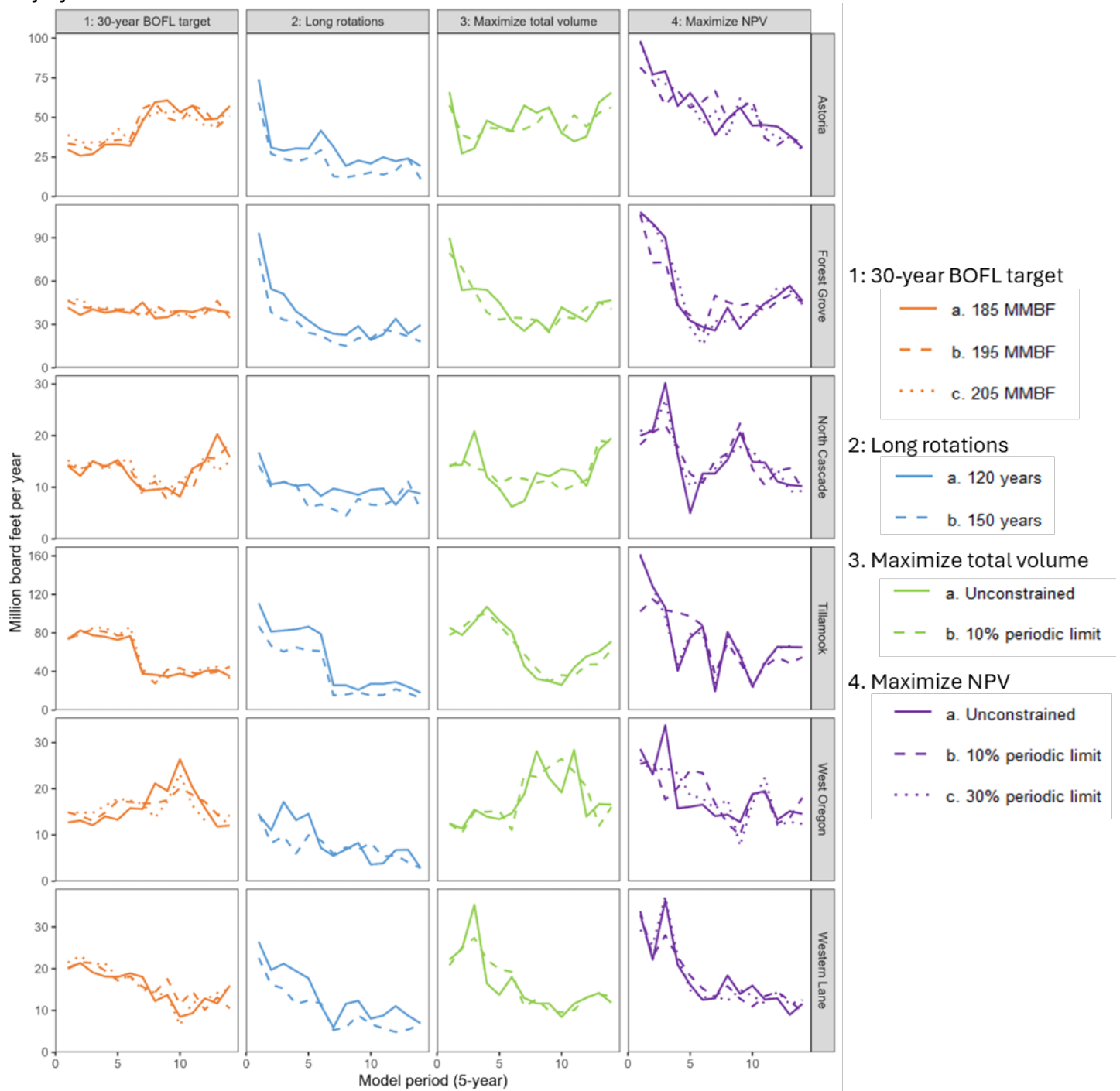
Feasibility. Staff expressed concerns that the peak harvest levels at the beginning of Scenarios 2 and 4 would likely be limited by the Division’s capacity and the pool of local contractors.

There was some concern that these harvest levels would be limited by green-up constraints, in which adjacent clearcuts cannot occur until young trees reach a free-to-grow height. The model does not account for the

flexibility in harvest timing resulting from ODF's 3-year timber sale contract duration, so green-up is modeled with optimistic timing assumptions about when harvests occur and planting commences (i.e., within a one year time frame).

District staff also expressed concerns regarding the feasibility of the acreage assigned by the types of harvest (thinning or clearcut). Part of this may stem from the model's aggressive timing of thinning described in the Key Assumptions and Uncertainties section. The model's allocation of harvest prescriptions differs from ODF's planning process which takes into consideration detailed on-the-ground observations and current stand conditions.

Figure 4: District-level average annual total harvest volume (BOFL + CSFL) over 70 years. Note that y-axis scales vary by district.



Net Revenue

The variation in harvest volume between scenarios is the main driver of revenue differences. However, the distribution of revenue from harvests varies by the land under management and harvest costs. Total net revenue in the model includes both BOFL and CSFL and is calculated by removing logging costs, road maintenance, and transportation costs from the estimated pond value. This resulted in an average range of stumpages from \$409 - \$429 per mbf across the scenarios. The total net revenue does not remove reforestation costs as those costs are borne by the ODF and Common School Fund (CSF) shares of the net revenue. Each year, 63.75 percent of the total net annual harvest revenue from BOFL is distributed to the counties. The remaining 36.25 percent of the total net annual harvest revenue from BOFL is retained by ODF for management of those lands. Net revenue to ODF and CSF is the same as the total net revenue calculation described above with the additional removal of reforestation costs. Revenue dollars, log prices, and other costs in the modeling are inflation-adjusted to June 2022.

Similar to the presentation of harvest volume above, average annual net revenue is divided to show the difference between the first 30 years (**Table 5**) and years 31-70 (**Table 6**) for the scenarios. A broader view of the full 150 year model timeframe is shown for the average annual net revenue (**Figure 5**) and cumulative net revenue (**Figure 6**). The feasibility of meeting these modeled revenues is addressed in the discussion of staff input regarding implementation in the Harvest Volume section above.

Detailed figures with tables of each model period's BOFL and CSFL net revenue for the first 70 years, including by individual county for BOFL, are included in Appendix A.

Table 5: Average annual net revenue (in inflation-adjusted million dollars) distributed to counties, CSF, and ODF for the first 30 years. Distributions to counties, CSF, and ODF may not add up to the total net revenue due to rounding.

Scenario	Run	Total net revenue	Counties	CSF	ODF
1: 30-year BOFL target	a. 185 MMBF	80.8	49.9	2.4	28.4
1: 30-year BOFL target	b. 195 MMBF	85.8	53.1	2.5	30.2
1: 30-year BOFL target	c. 205 MMBF	89.6	55.6	2.4	31.6
2: Long rotations	a. 120 years	92.6	57.4	2.5	32.6
2: Long rotations	b. 150 years	71.0	44.1	1.9	25.1
3: Maximize volume	a. Unconstrained	100.4	62.2	2.8	35.4
3: Maximize volume	b. 10% periodic limit	98.0	60.6	2.9	34.5
4: Maximize NPV	a. Unconstrained	131.9	81.9	3.5	46.6
4: Maximize NPV	b. 10% periodic limit	125.9	78.0	3.6	44.3
4: Maximize NPV	c. 30% periodic limit	130.2	80.8	3.5	45.9

Table 6: Average annual net revenue (in inflation-adjusted million dollars) distributed to counties, CSF, and ODF for the years 31-70. Distributions to counties, CSF, and ODF may not add up to the total net revenue due to rounding.

Scenario	Run	Total net revenue	Counties	CSF	ODF
1: 30-year BOFL target	a. 185 MMBF	78.2	48.5	2.2	27.5
1: 30-year BOFL target	b. 195 MMBF	76.0	46.9	2.4	26.7
1: 30-year BOFL target	c. 205 MMBF	74.1	45.6	2.5	26.0
2: Long rotations	a. 120 years	38.4	23.9	0.9	13.6
2: Long rotations	b. 150 years	27.2	16.8	0.8	9.6
3: Maximize volume	a. Unconstrained	79.0	49.0	2.2	27.9
3: Maximize volume	b. 10% periodic limit	78.0	48.3	2.3	27.4
4: Maximize NPV	a. Unconstrained	75.7	46.8	2.3	26.6
4: Maximize NPV	b. 10% periodic limit	77.2	47.9	2.0	27.2
4: Maximize NPV	c. 30% periodic limit	75.1	46.5	2.2	26.4

Net present value is a common metric used for evaluating the relative financial performance of planning scenarios and uses discounting to estimate the current dollar value of future revenue streams. An estimate of NPV is reported (Table 7) for two timeframes, the 70-year permit term of the proposed HCP, as well as the full 150-year modeling time horizon. For this analysis a real discount rate of 4% was used. Net revenue included in the NPV calculation consisted of the estimated county distributions from BOFL harvest as well as estimated transfers to CSL minus reforestation costs. Scenario 4 was the only scenario that included NPV as a model goal. Consequently, these runs estimate a much higher NPV. This is due to the high level of harvest in the early periods associated with these runs. Additionally, the application of a discount rate in the goal formulas for Scenario 4 results in the model preferring higher value harvest opportunities earlier in the time horizon and future harvest of younger age stands as the financial maturity precedes biological maturity with regard to stand growth.

Table 7: Net present value (millions of dollars) of harvest using an annual discount rate of 4%

Scenario	Run	Years 1-70	Years 1-150
1: 30-year BOFL target	a. 185 MMBF	1,202	1,275
1: 30-year BOFL target	b. 195 MMBF	1,250	1,323
1: 30-year BOFL target	c. 205 MMBF	1,285	1,356
2: Long rotations	a. 120 years	1,258	1,328
2: Long rotations	b. 150 years	960	1,021
3: Maximize volume	a. Unconstrained	1,451	1,535
3: Maximize volume	b. 10% periodic limit	1,426	1,507
4: Maximize NPV	a. Unconstrained	1,913	1,971
4: Maximize NPV	b. 10% periodic limit	1,804	1,864
4: Maximize NPV	c. 30% periodic limit	1,897	1,955

Figure 5: Average annual total net revenue (BOFL + CSFL) over 150 years.

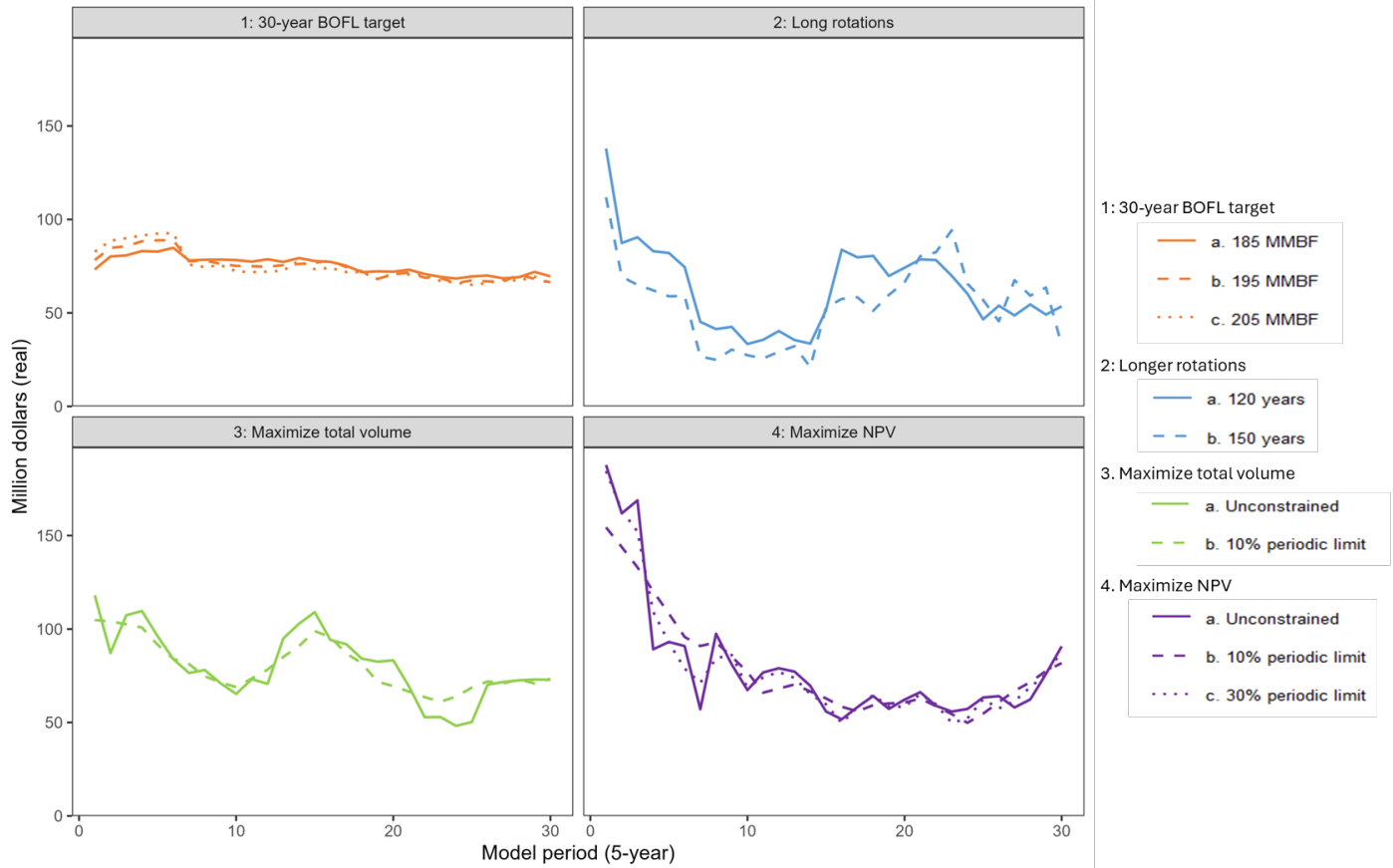
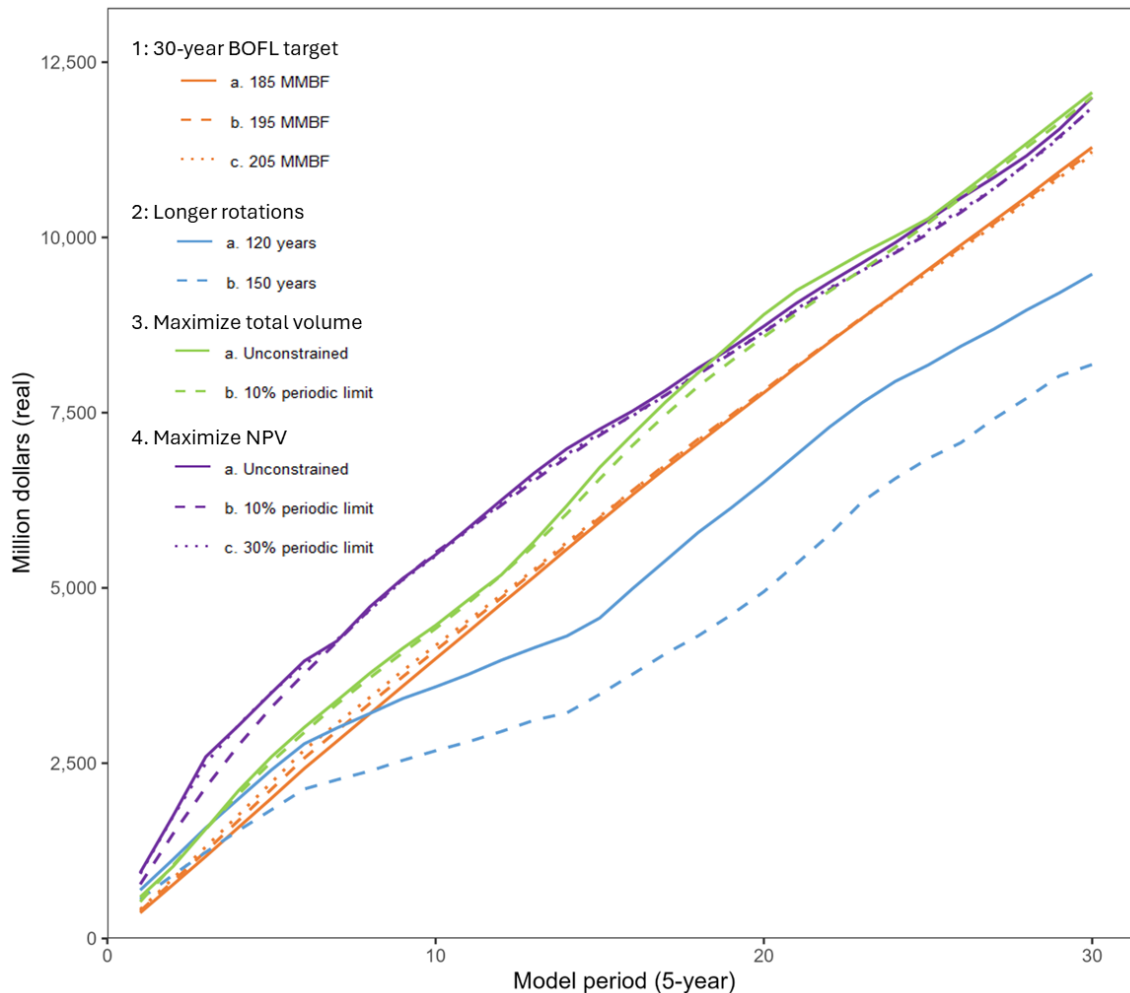


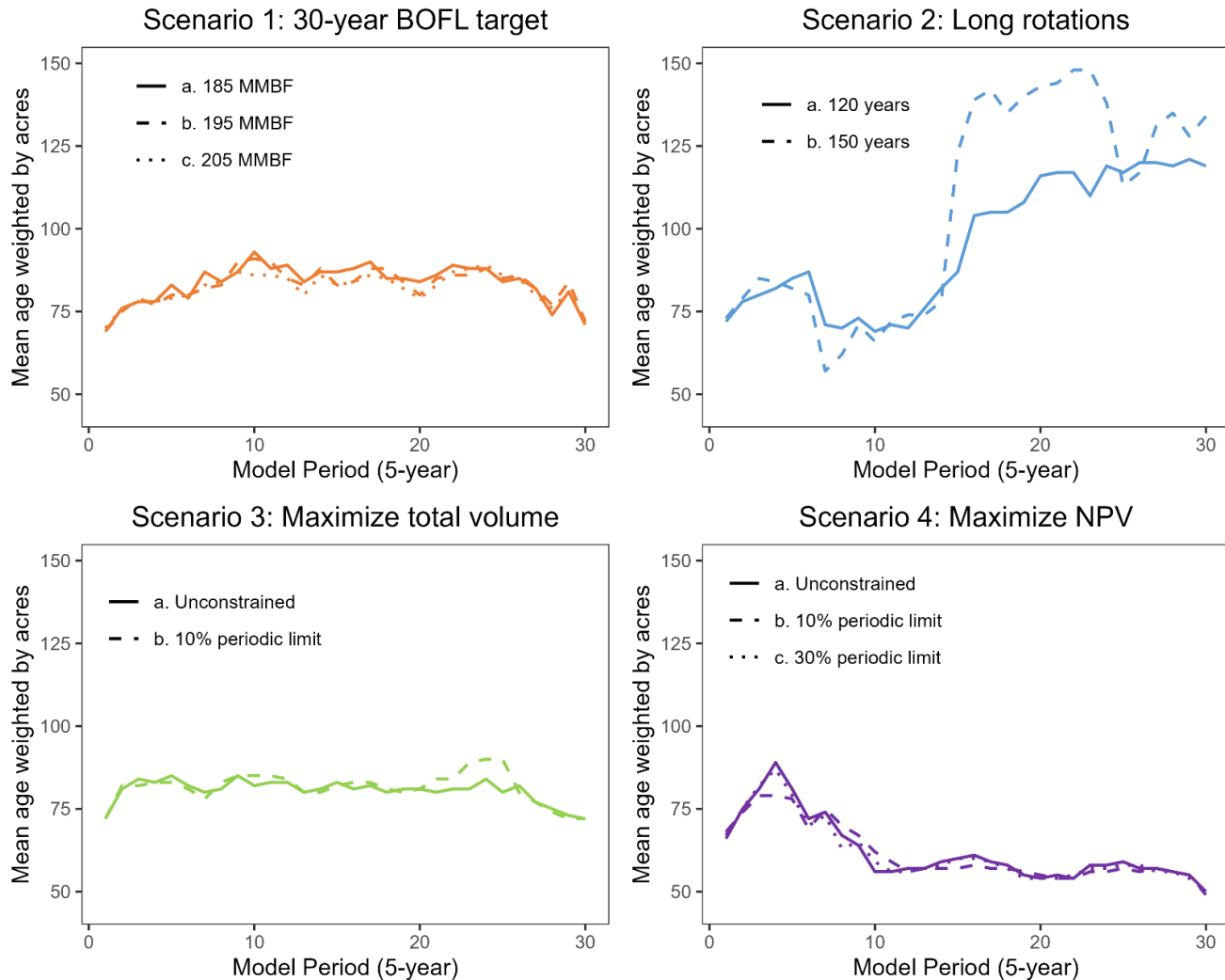
Figure 6: Cumulative total net revenue (BOFL + CSFL) over 150 years.



HARVEST AGE

One tradeoff between the management approaches in the scenarios is the harvest age for stands receiving regeneration (clearcut) harvests (**Figure 7**). Scenario 3 selects stands with an average harvest age of 81-82 years for clearcuts, most similar to the Division's current approach. Scenario 1 model runs have an average harvest age of 77 years for the first 30 years, followed by average harvests at 85-87 years in years 31-70. In comparison, Scenario 2 has a younger harvest age for the first 70 years before the average grows closer to the targeted harvest age of 120 or 150 years. Scenario 4 has an average harvest age of around 75 years for the first 30 years before decreasing to 55-56 years.

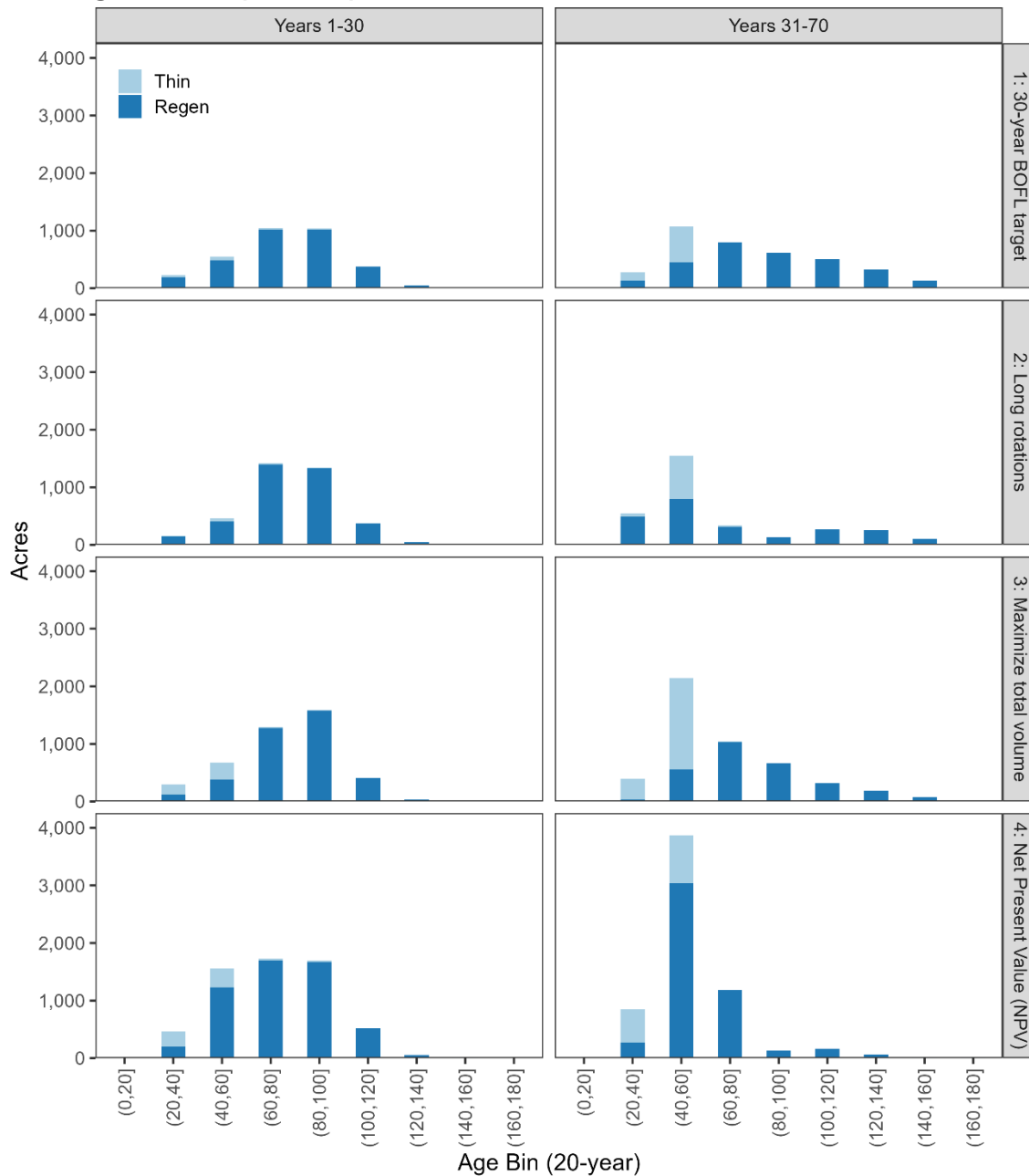
Figure 7: Average stand age in regeneration harvests (clearcuts) over 150 years.



Average harvest age through time does not show the range of forest stands receiving different harvest treatments under these management approaches. The distribution of stand ages with regeneration and thinning treatments is similar in the first 30 years across scenarios, as the limiting factor is the availability of harvestable stands in the current inventory (left column, **Figure 8**). In years 31-70, all scenarios harvest a broad age range of stands, but Scenario 4 harvests a greater proportion of younger stands and fewer older age stands (right column, **Figure 8**).

Feasibility. ODF staff have noted that targeting older stands for harvest is challenging because tree ages would have to be measured to verify that trees aged 175 years or older are not harvested to align with ODF policy. While Scenarios 1, 2, and 3 all have older stands (>140 years old) harvested in years 31-70 (**Figure 8**), this risk would be highest for Scenario 2 when longer rotations ramp up after 70 years (**Figure 7**).

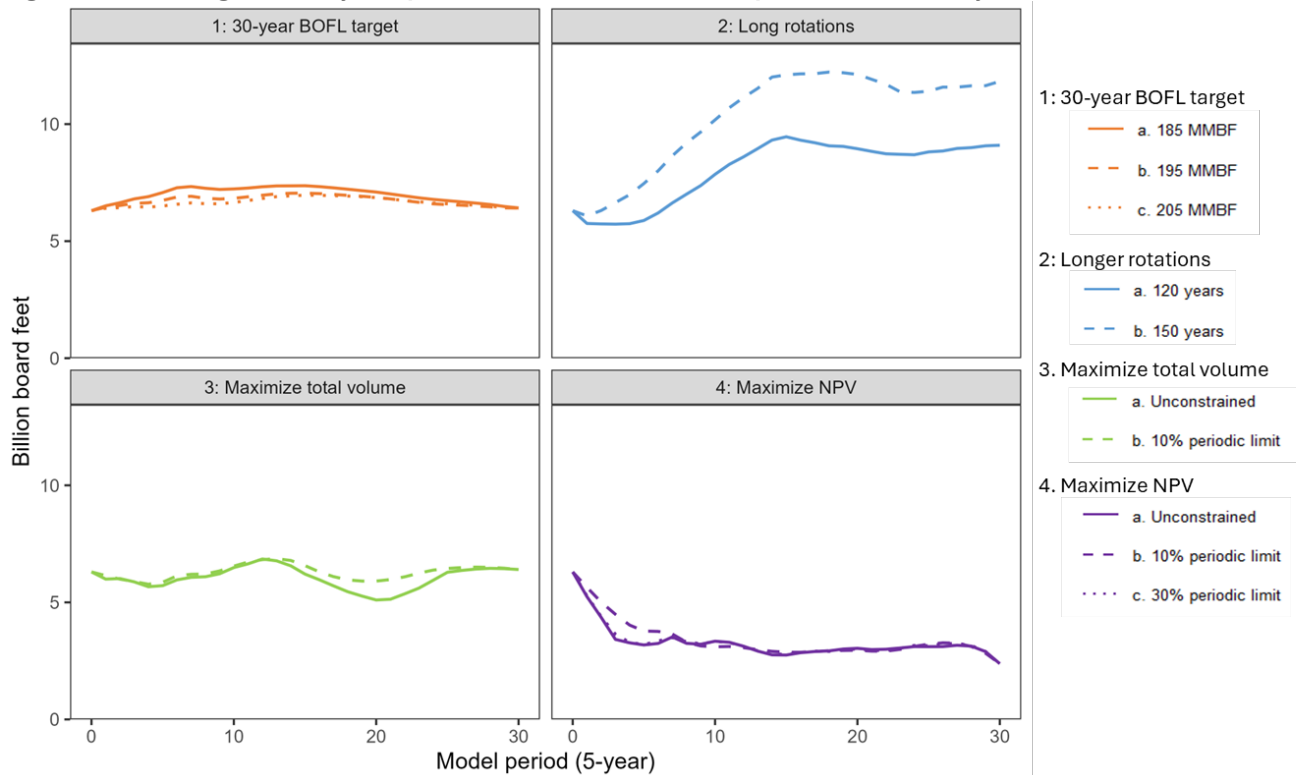
Figure 8: Age distribution of harvest treatments by scenario (run a. only). The mean annual acres receiving thinning or regeneration harvests (light and dark blue, respectively) by the forest stand age (grouped in 20-year age bins) in the General Stewardship areas only. Columns of panels are split by the first 30 years on the left and years 31-70 on the right. Rows of panels represent the labeled scenarios.



Timber Inventory

The scenarios are notably different in the amount of standing inventory in the General Stewardship areas. This is primarily due to the harvest volume over time and the ages of stands harvested, but part of the divergence is due to model rules concerning the amount of available inventory at the end of each scenario (“ending inventory”). Scenarios 1 and 3 were modeled with an ending inventory parameter that ensured that the model selected harvests in accordance with long-term sustainability. This constraint leads these two scenarios to result in an ending inventory similar to the starting inventory. Scenario 2 holds more inventory in the forest for eventual longer rotations, so it did not require an ending inventory parameter. Scenario 4 did not have an ending inventory parameter to allow for an “uncollared” model run, and it holds about 45% of the baseline starting inventory.

Figure 9: Standing inventory in operable General Stewardship areas over 150 years



Environmental Outcomes

HCA and RCA Treatments

Outcomes in the HCAs and RCAs do not vary by scenario. HCP rules governing harvest in HCAs and RCAs were applied the same way for all modeled scenarios and runs. As such, model outcomes from inside the HCAs are the same in each scenario and are not broken out.

The relationship between harvest and environmental benefits is complicated by the fact that the HCP conservation fund would be funded by timber harvest revenue. Consequently, scenarios with lower harvest volumes outside of HCAs would distribute less money for aquatic and terrestrial habitat improvement projects inside RCAs and HCAs. This tradeoff is not represented in the modeled outcomes.

Habitat Quality and Quantity for Covered Species

TERRESTRIAL SPECIES

Northern spotted owls, marbled murrelets, and red tree vole, three covered species in the HCP, are all strongly associated with late-seral conifer forests. The modeled Habitat Suitability Index (HSI) for each of these species includes parameters that characterize attributes of late-seral forests, particularly those that provide key habitat features, such as large trees used by marbled murrelets, northern spotted owls, and red tree voles for nesting. By linking the HSIs to the forest management model, habitat suitability changes were assessed throughout the modeled timeframe. In accordance with the proposed HCP, suitable habitat gains and depletions due to conservation and harvest are accounted for. This process ensures that the minimum habitat commitments reflected in the proposed HCP biological goals and objectives are achieved in all scenarios.

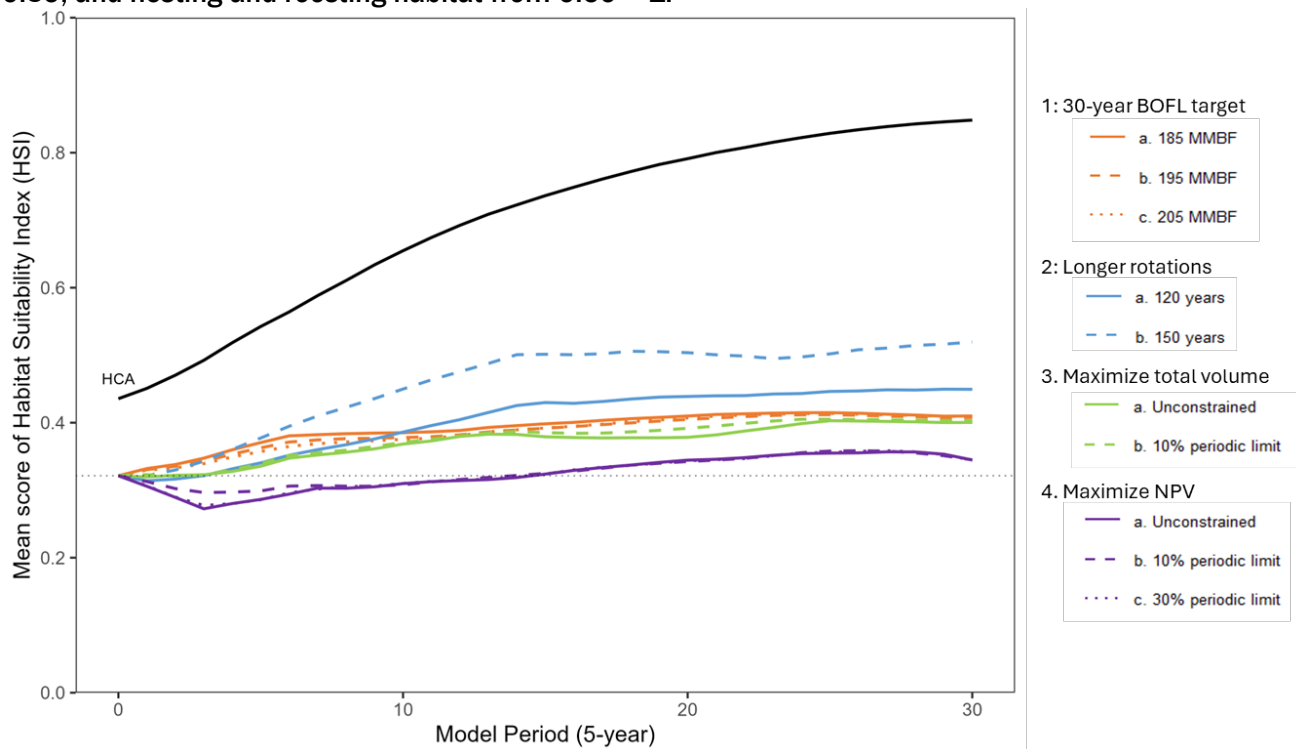
The habitat outcomes below for the three covered species show the differences across scenarios in General Stewardship areas. While all scenarios comply with the proposed HCP, they differ in the quality and quantity of habitat in General Stewardship areas and, for northern spotted owls, in the level of dispersal habitat in General Stewardship areas.

Northern spotted owls

Northern spotted owls occur in all districts across the plan area. The proposed HCP biological goals and objectives for northern spotted owls, within HCAs, are: 1) conserve and maintain at least 15,000 acres of existing nesting and roosting habitat; 2) conserve, maintain, and enhance at least 73,000 acres of foraging habitat; 3) increase the quantity of nesting and roosting habitat by 69,000 acres (for a total of 84,000 acres) by the end of the permit term, while maintaining 50,000 acres of foraging habitat within the HCAs. Total nesting, roosting, and foraging habitat at the end of the permit term shall be 134,000 acres. The modeling shows that these requirements inside the HCAs are met for all scenarios.

In General Stewardship areas, the average quality of northern spotted owl habitat is less than in HCAs (**Figure 10**). Scenario 2 provides higher quality northern spotted owl habitat in the General Stewardship areas, followed by Scenario 1, Scenario 3, and Scenario 4, respectively.

Figure 10: Mean Habitat Quality Over Time for Northern Spotted Owl in General Stewardship areas and Habitat Conservation Areas. The Habitat Suitability Index (HSI) in the HCP was averaged over time, weighted by stand area. All scenarios have the same increase in habitat quality in the HCAs (black line) but differ in the General Stewardship areas (see legend). The thin dotted horizontal line shows the starting baseline in General Stewardship Areas. HSI values are modeled between 0 and 1, with dispersal habitat = 0.30 – 0.39, foraging habitat 0.40 – 0.59, and nesting and roosting habitat from 0.60 – 1.



The HCP dispersal habitat goal is to maintain at least 40% of the permit area in General Stewardship areas as dispersal habitat to aid in their movement across the landscape. The proposed HCP defines dispersal habitat as stands of trees averaging 11 inches in diameter at breast height or greater, having at least 40% canopy closure. This 40% objective is measured at the two georegions used in this modeling.

Scenario 4 is the only scenario that approaches this minimum requirement, as it reaches the threshold in both the North Coast (**Figure 11**) and Willamette Valley (**Figure 12**) georegions. Starting in model period 5, Scenario 4 in the Willamette Valley georegion stays at the minimum dispersal habitat amount (**Figure 12**). If this scenario were to be implemented, disturbances such as fire, storm damage, windthrow, or insect-caused mortality may risk noncompliance with the proposed HCP requiring the Division to delay planned harvests to come back into compliance.

Figure 11: Quantity of Northern spotted owl dispersal habitat over 150 years outside of HCAs in the North Coast georegion. Horizontal black line shows the minimum dispersal habitat required by the proposed HCP.

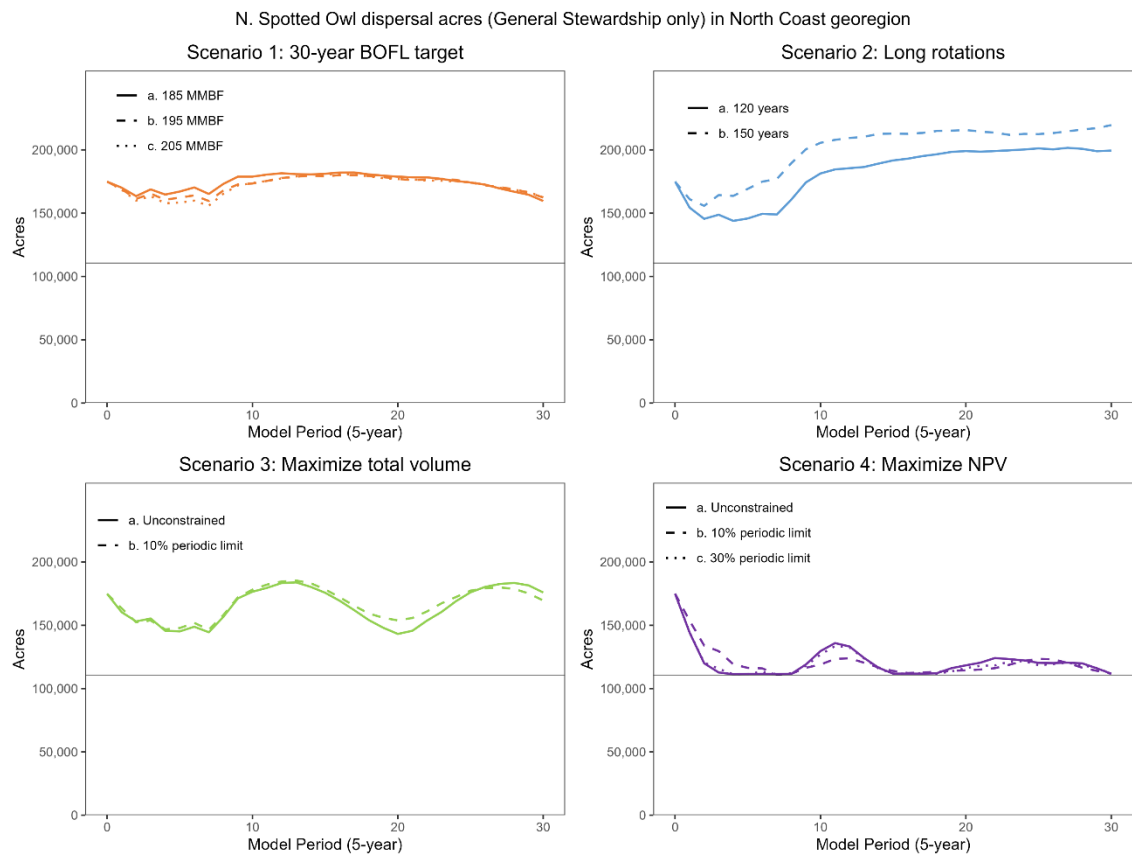
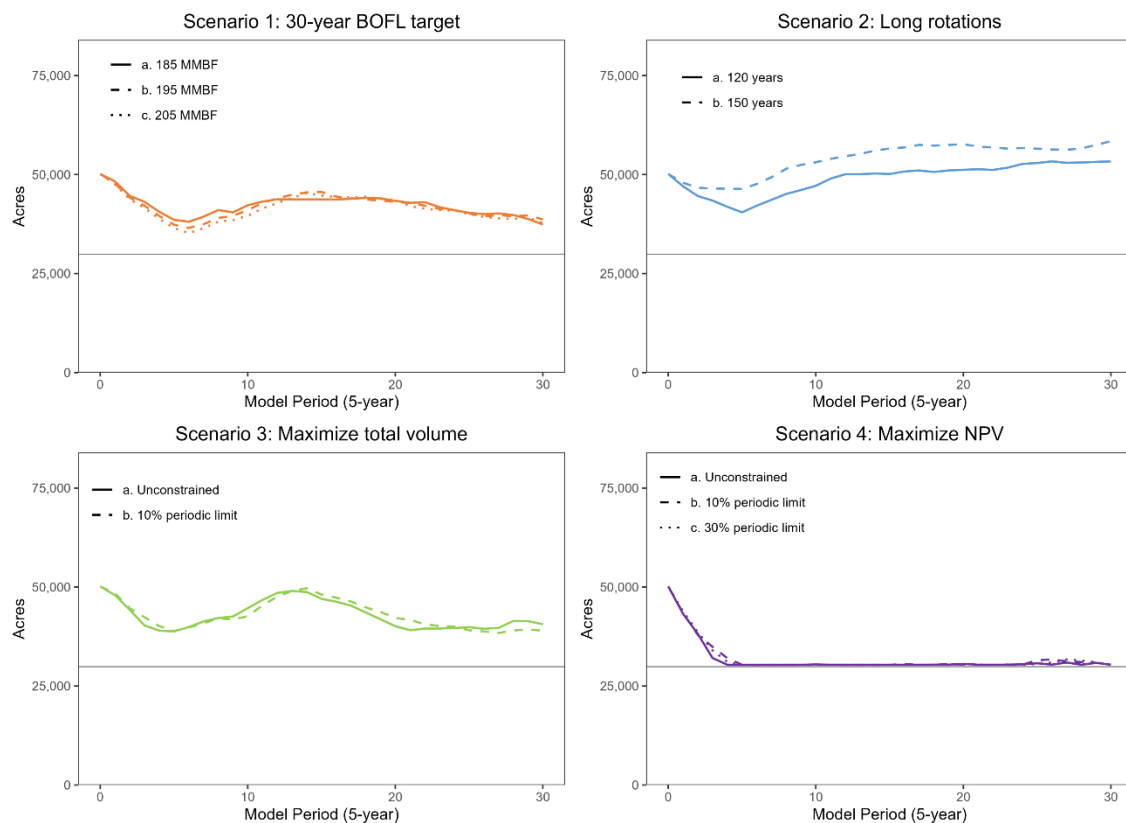


Figure 12: Quantity of Northern spotted owl dispersal habitat over 150 years outside of HCAs in the Willamette Valley georegion. Horizontal black line shows the minimum dispersal habitat required by the proposed HCP.

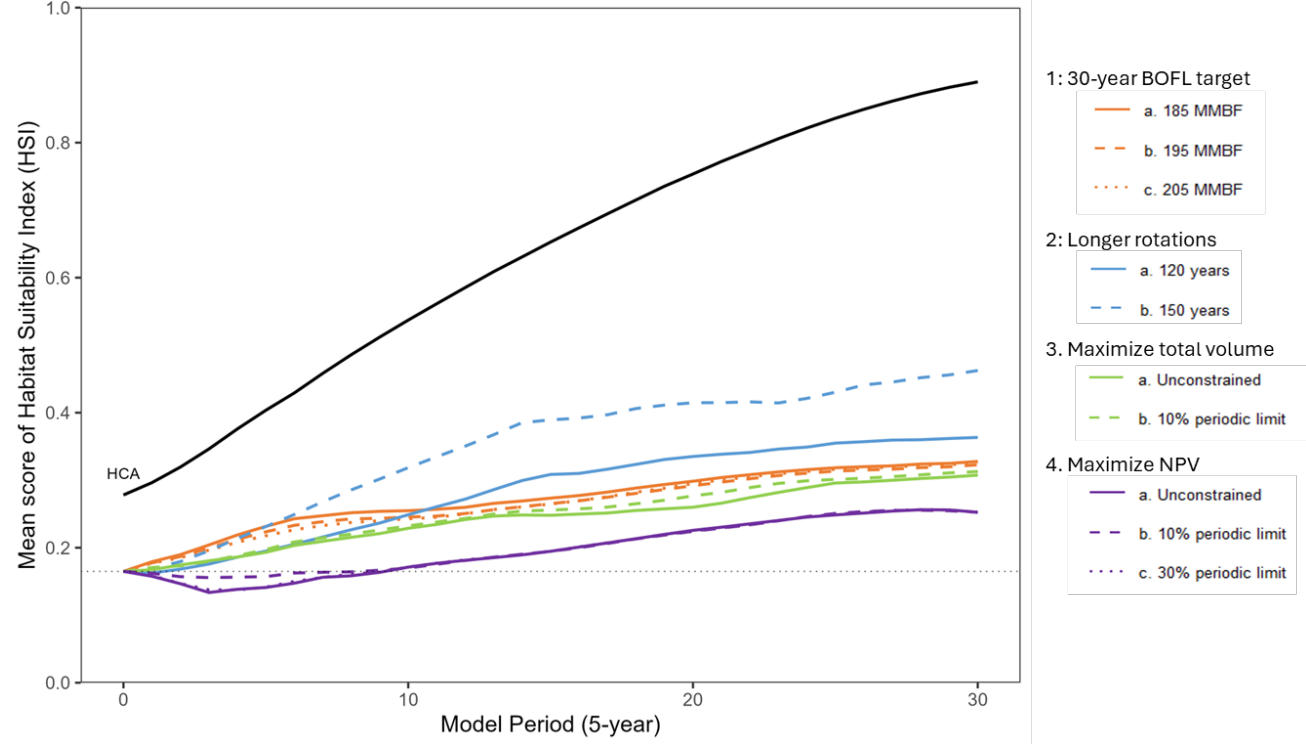


Marbled murrelets

Marbled murrelets are found across the plan area with the exception of the North Cascade District and the majority of the Southwest Unit -Western Lane District. The proposed HCP biological goals and objectives for marbled murrelets within HCAs, are: 1) conserve, maintain, and enhance at least 62,000 acres of existing suitable habitat and 1,000 acres of existing highly suitable habitat including locations where occupancy has been previously documented, and 2) increase the amount of habitat by at least 45,000 acres of suitable habitat and 34,000 acres of highly suitable habitat in locations that minimize patch edge/interior habitat ratios. This amounts to a total of 107,000 acres of suitable habitat and 35,000 acres of highly suitable habitat conserved by the end of the permit term. The modeling shows that these requirements inside the HCAs are met for all scenarios.

The mean habitat quality over time for marbled murrelets shows that all scenarios will have less late-seral forest in the General Stewardship areas compared to the HCAs (**Figure 13**). Scenario 2 provides the most marbled murrelet habitat in the General Stewardship areas, followed by Scenario 1, Scenario 3, and Scenario 4, respectively.

Figure 13: Mean Habitat Quality Over Time for the marbled murrelet in General Stewardship areas and Habitat Conservation Areas. The Habitat Suitability Index in the HCP was averaged over time, weighted by stand area. All scenarios have the same increase in habitat quality in the HCAs (black line) but differ in the General Stewardship areas (see legend). The thin dotted horizontal line shows the starting baseline. HSI values are modeled between 0 and 1, with suitable habitat = 0.30 – 0.59 and highly suitable habitat from 0.60 – 1.

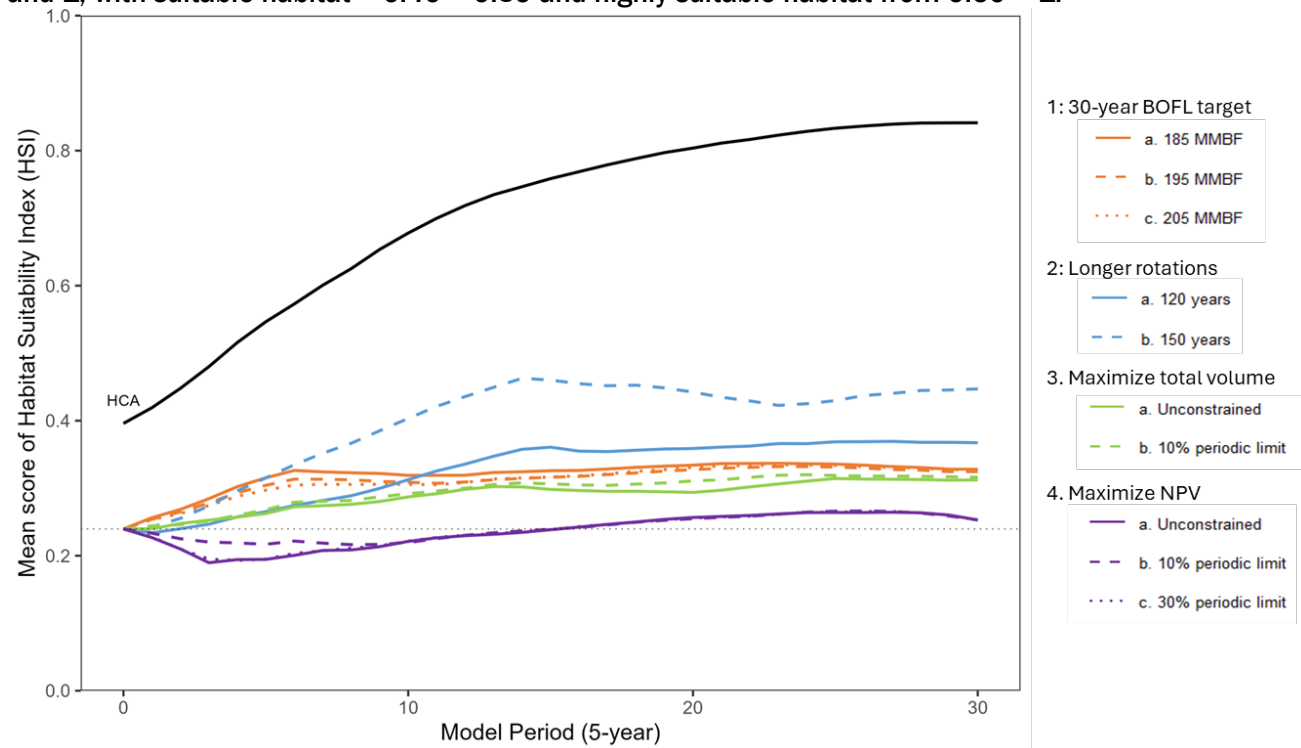


Red tree voles

Red tree voles occur across the plan area but only the north Oregon coast Distinct Population Segment (DPS) is covered under the proposed HCP. The DPS covers the Astoria, Tillamook, Forest Grove, and West Oregon Districts, and also the portion of the Veneta Unit - Western Lane District north of the Siuslaw River. The proposed HCP biological goals and objectives for red tree voles within HCAs are: 1) conserve, maintain, and enhance at least 48,000 acres of suitable habitat and 5,000 acres of highly suitable habitat, including areas where occupancy has been previously documented, and 2) increase the amount of suitable habitat by 30,000 acres and highly suitable habitat by 34,000 acres. This amounts to a total of 78,000 acres of suitable habitat and 39,000 acres of highly suitable habitat by the end of the permit term. The modeling shows that these requirements inside the HCAs are met for all scenarios.

The mean habitat quality over time for red tree voles shows that all scenarios will have less late-seral forest in the General Stewardship areas compared to the HCAs (**Figure 14**). Scenario 2 provides the most red tree vole habitat in the General Stewardship areas, followed by Scenario 1, Scenario 3, and Scenario 4, respectively.

Figure 14: Mean Habitat Quality Over Time for the red tree vole in General Stewardship areas and Habitat Conservation Areas. The Habitat Suitability Index in the HCP was averaged over time, weighted by stand area. All scenarios have the same increase in habitat quality in the HCAs (black line) but differ in the General Stewardship areas (see legend). The thin dotted horizontal line shows the starting baseline. HSI values are modeled between 0 and 1, with suitable habitat = 0.40 – 0.59 and highly suitable habitat from 0.60 – 1.



AQUATIC SPECIES

Riparian conservation areas are designed to support and protect the ecological processes that address the limiting factors and the biological goals and objectives for covered aquatic species. They were designated using the best available data, including current and historic occurrence data, SLI, lidar, and habitat models. Constraints on harvest within RCAs are the same under all scenarios with no commercial harvest allowed.

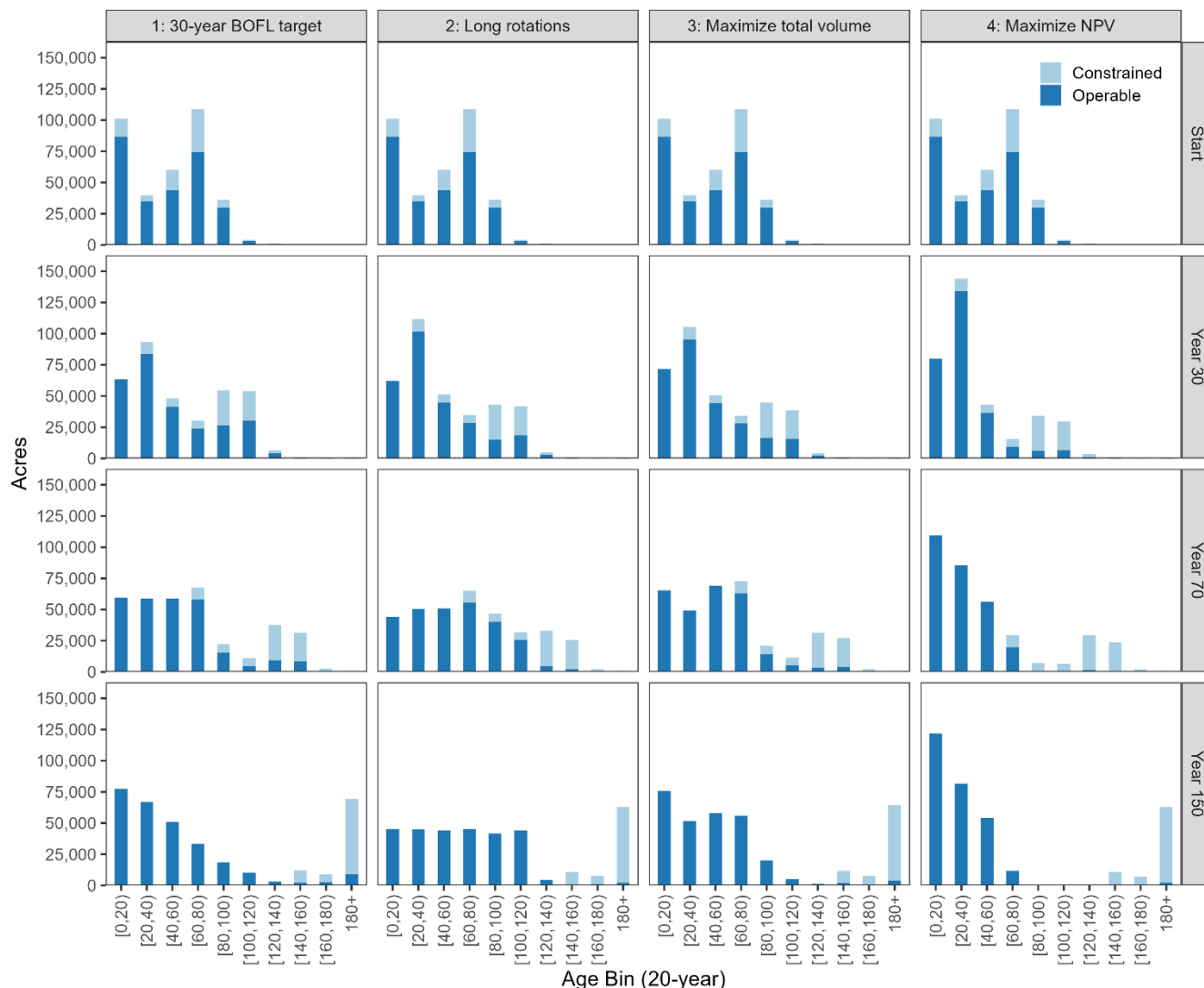
Feasibility. Staff noted that the road systems would need to be upgraded substantially in the Tillamook, West Oregon, and Western Lane districts to accommodate larger harvest volumes in all scenarios. The proposed HCP has management standards for roads in General Stewardship areas, HCAs, and RCAs that would be followed. However, road costs in the model may not fully account for local conditions that would require additional considerations to protect aquatic species from infrastructure changes.

OTHER WILDLIFE

For this analysis, the age distribution of forest stands is used as a proxy for the forest seral stages that provide a diverse range of resources within the permit area for native wildlife not covered by the proposed HCP. For example, terrestrial species that favor an open canopy for grazing and forage (e.g., ungulates) would favor younger forest conditions. Treatments within HCAs, especially those for SNC and hardwoods, will create complex early seral habitat over the first 30 years. However, the HCAs over time are intended to grow into complex late seral forest with early seral habitat provided by natural disturbances not included in these models.

Early and mid seral stages, and the wildlife associated with them, will be primarily distributed in the General Stewardship areas and would have more intensive young stand management than harvests occurring in the HCAs. The scenarios differ in how the stand age distribution progresses over time (**Figure 15** for General Stewardship only, Appendix B for HCAs included). Scenario 2 provides the most even distribution of early to middle age stands, which was an objective for its model runs. Scenario 4 has the youngest stand age distribution in the General Stewardship areas, with Scenarios 1 and 3 in the middle.

Figure 15: Distribution of stand age by acres in General Stewardship areas by scenario (run a. only). Note that each scenario and run stand age distribution including HCAs is in Appendix B.

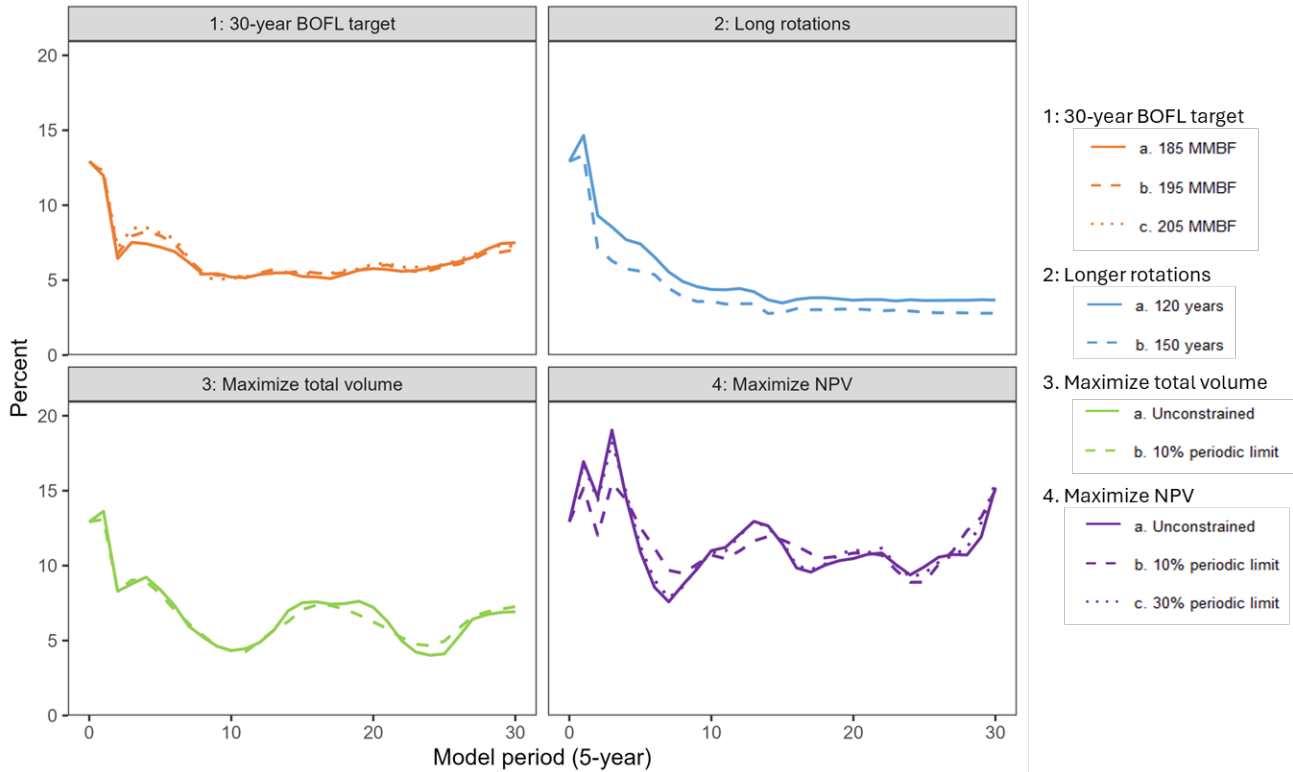


Drinking Water

In the proposed HCP, the impacts of the pace and scale of forest management were analyzed at a watershed scale to assess impacts on covered aquatic species. Specifically, the percentage of watershed areas containing stands with recent clearcuts (defined as less than 10 years old) were quantified across the permit term to assess the impact that harvests could have on peak flow in streams. This approach was repeated for this analysis across the whole plan area and with a focus on catchments with public water systems using surface water.

Across the entire plan area, the scenarios differ in the percentage of recent clearcuts across the modeling timeframe (**Figure 16**). The majority of harvest volume in all scenarios comes from regeneration harvests, so the area with recent clearcuts increases in the scenarios and model periods with higher harvest volume.

Figure 16: Percent of plan area with recent clearcuts (10 years or younger)



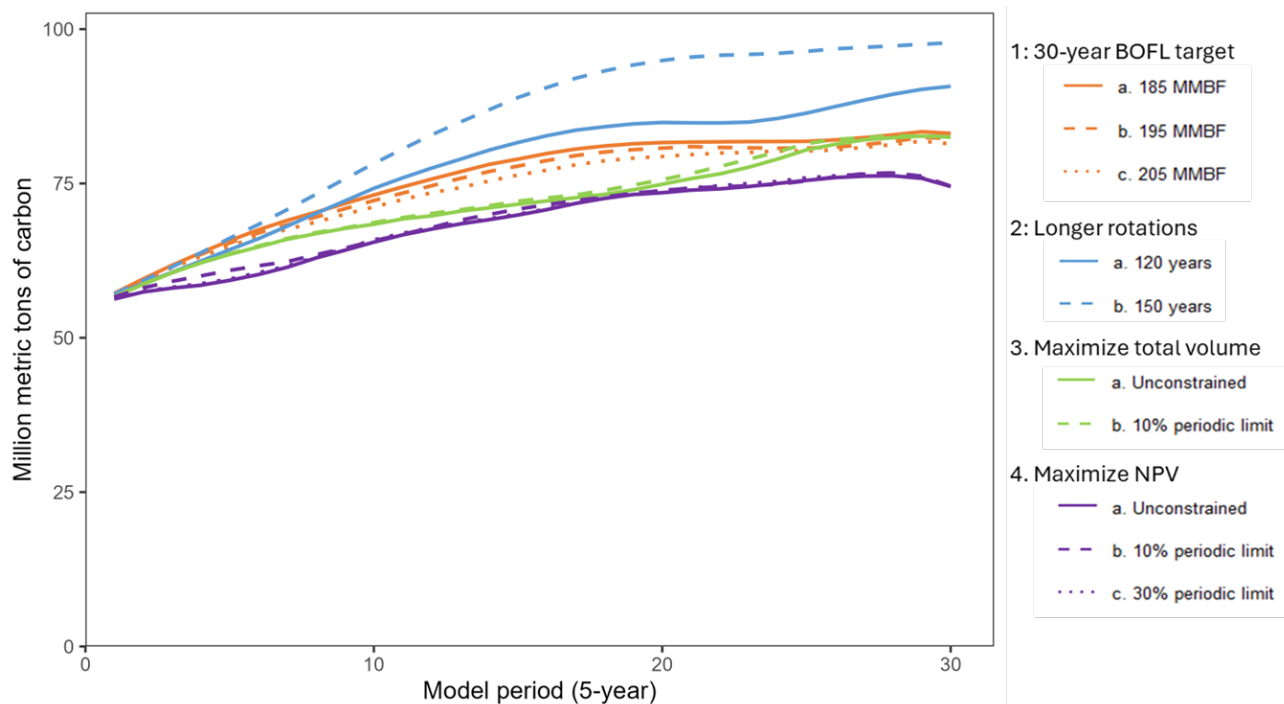
The localized impact of State Forests harvests on stream flow would depend on the concentration of ODF-managed land within a watershed and the management of surrounding landowners. Thirteen public water systems with ODF-managed land making up 10% or greater of their surface water catchment were assessed for each scenario's proposed management through time (Appendix C). The average percentage of ODF-managed lands with recent regeneration harvests was highest for Scenario 4, followed by Scenario 3, Scenario 1, and Scenario 2, respectively. The maximum potential impact of management was 19% of ODF-managed land with recent clearcuts averaged over time in one drinking water catchment in which State Forests made up 51% of the area (see Appendix C).

Carbon Sequestration and Storage

Net forest carbon was tracked by the model through time accounting for both sequestration and decomposition above and belowground. Harvest volume output by the model was then used to estimate harvested wood product net carbon storage and decomposition over time.³ All scenarios are expected to be net sinks for carbon, with increasing storage through time (**Figure 17**). Differences in forest carbon storage between scenarios are related to harvest intensity and the standing inventory level in the General Stewardship areas (**Figure 18**). Scenario 2 stores the most carbon, followed by Scenario 1, Scenario 3, and Scenario 4, respectively.

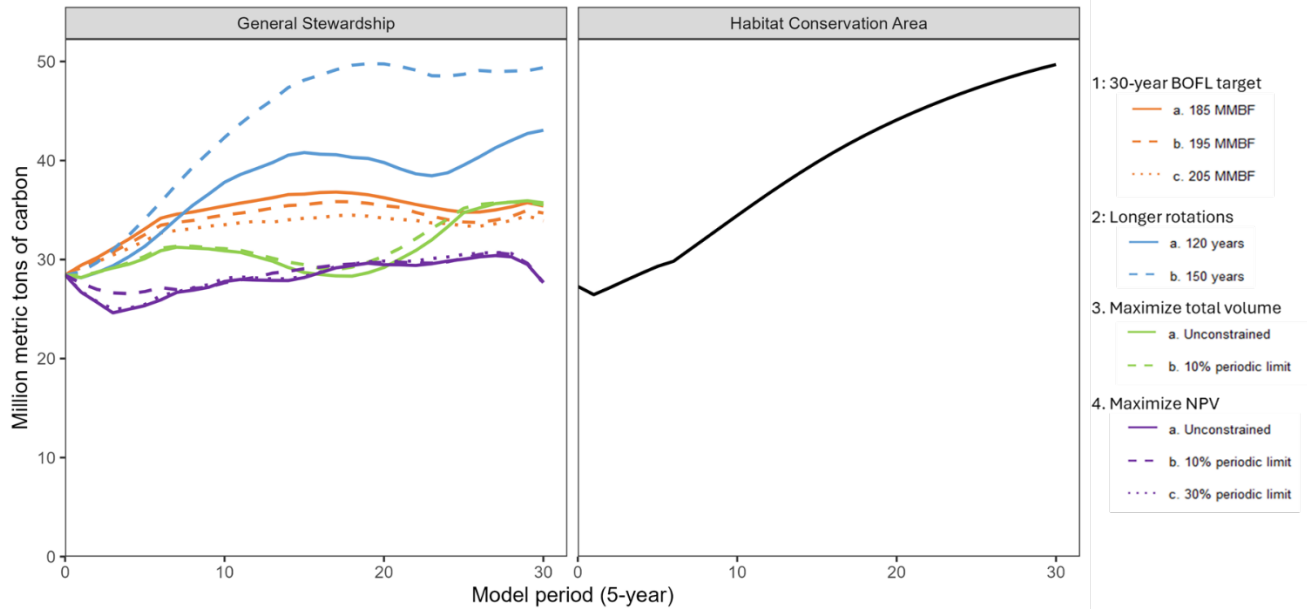
Parameters not accounted for in this analysis include the greenhouse gas emissions offset by harvested wood products due to their substitution for materials like concrete or the forest carbon storage offset from changing harvest activity on other forestland ownerships. The effects of continued climate change on tree growth and disturbances such as heat waves and drought were also not modeled.

Figure 17: Net carbon storage in the forest and in harvested wood products over 150 years.



³ Morgan, T. A., Donahue, T., Dillon, T., Yost, A. C., & Groom, J. (2020). *Oregon Harvested Wood Products Carbon Inventory 1906-2018*. USDA Forest Service, Forest Inventory and Analysis Program. <<https://research.fs.usda.gov/sites/default/files/2023-04/pnw-oregon-harvested-wood-products-carbon-inventory-report-1906-2018.pdf>>

Figure 18: Forest carbon (aboveground + belowground) over 150 years by landscape designation.



Social Outcomes

Recreation

ODF staff do not foresee significant differences between the scenarios for closures of recreation facilities or staffing levels required. However, the impacts from Scenario 4 would have the most extreme swings between model periods, which would likely have bigger impacts on planning for closures and reroutes. More impacts on trails from higher harvest levels will be felt by motorized user groups (OHVs), due to a larger number of motorized trails being in General Stewardship areas. In time periods with higher rates of thinning, more impacts will be felt near facilities like campgrounds and day-use areas (which are generally in HCAs).

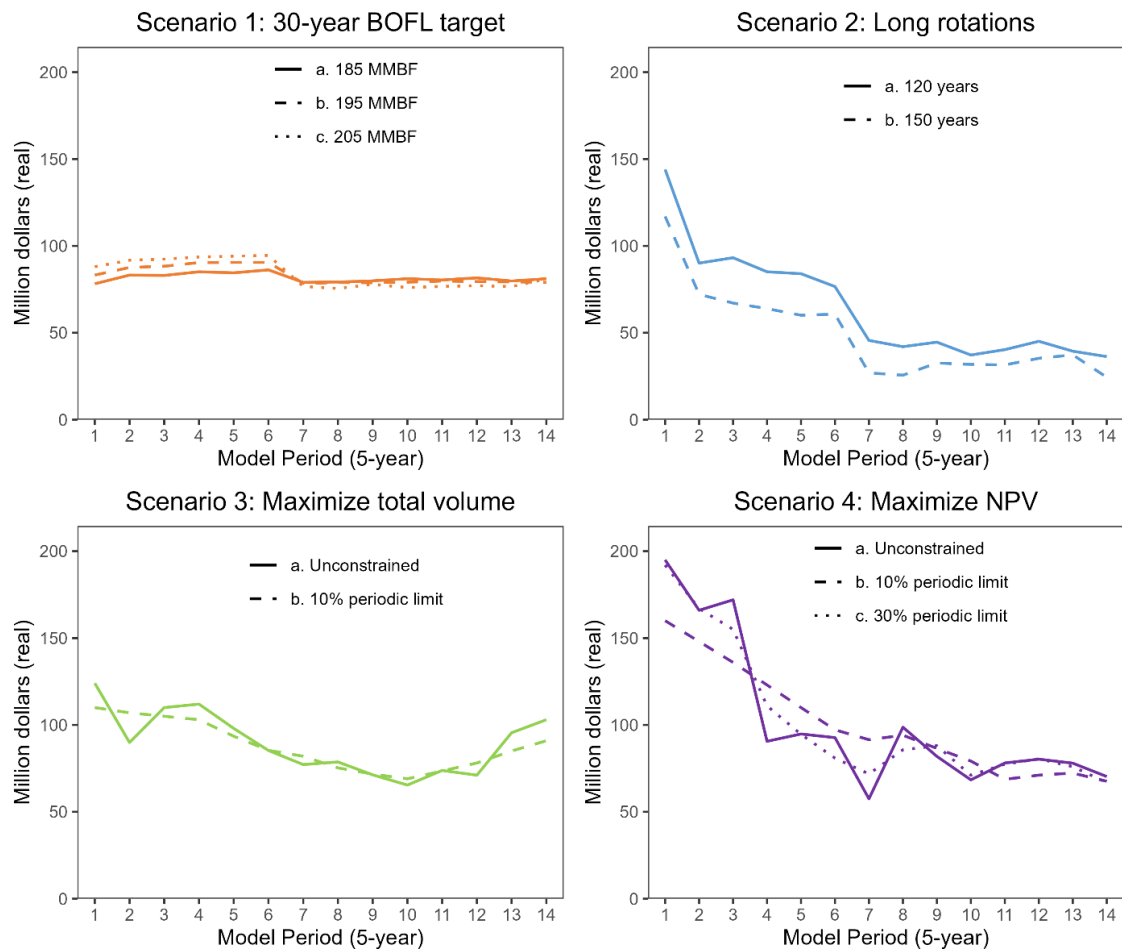
Appendix A

Detailed harvest revenue and volume

The following figures show average annual net revenue and harvest volume in more detail over 70 years (fourteen 5-year model periods). Revenue is inflation-adjusted in real dollars indexed to 2022. First, all revenue and volume from both BOFL and CSFL are shown on pp. 30-31. Net revenue distributed to counties and BOFL harvest volume is shown on pp. 32-33. Net revenue to the CSF and CSFL harvest volume and is shown on pp. 34-35. Net revenue distributions and BOFL harvest volumes in individual counties appear in alphabetical order on pp. 36-63. Note that counties without BOFL are not shown.

REVENUE FROM BOFL AND CSFL

Average Annual Net Revenue (stumpage)

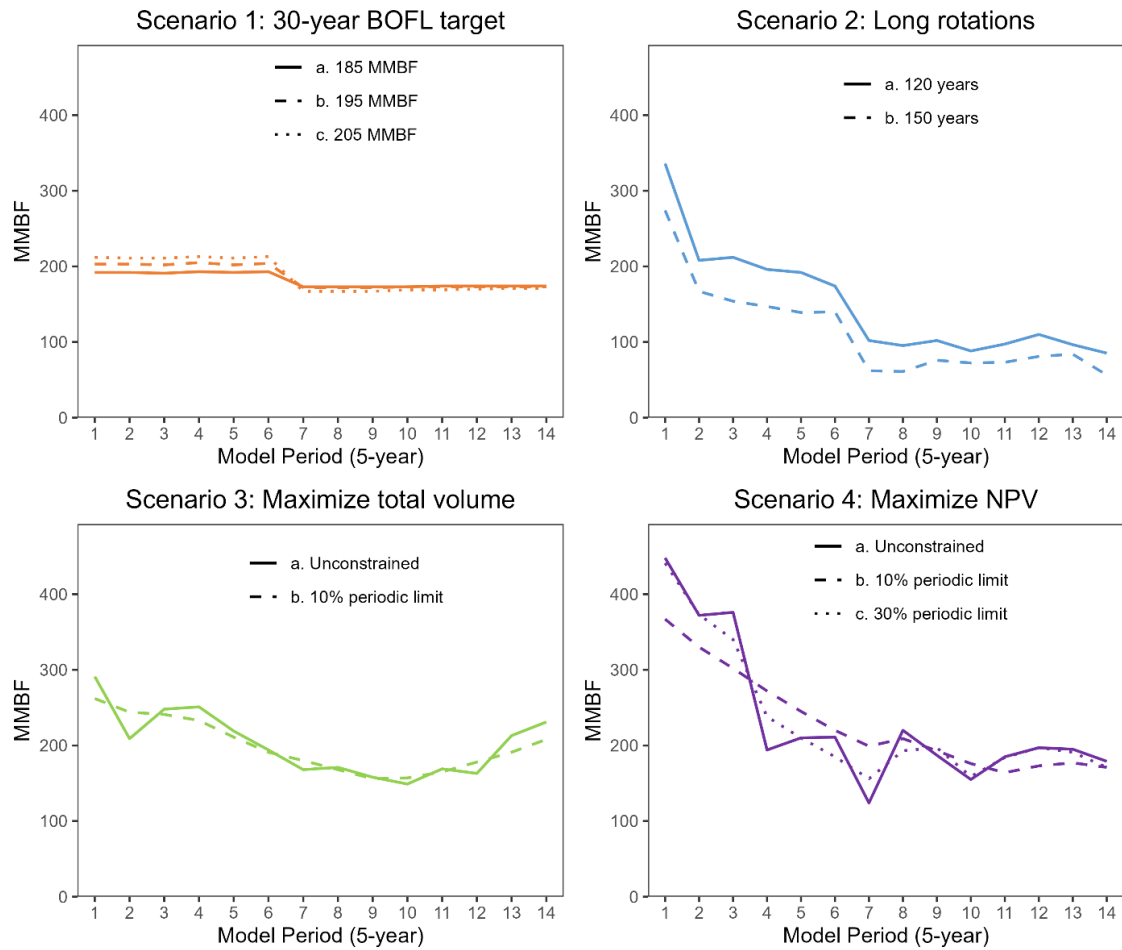


Average annual net revenue (real million \$) by model period (5-year)

Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	78.2	83.2	83	85.1	84.5	86.2	79	79.2	79.9	81.1	80.4	81.6	79.8	81.1
1b	83.2	87.6	88.3	90.4	90.5	90.5	78.5	78.9	78.8	79.1	79.8	79.5	79.3	79
1c	88	91.8	92.4	93.6	94.1	94.5	76.7	75.5	77.9	76	76.7	77.1	76.6	80.9
2a	144	90.1	93.2	85.1	84	76.6	45.6	42	44.6	37.2	40.3	45.1	39.4	36.3
2b	117	72.1	67.1	63.9	60.1	60.7	26.9	25.6	32.6	31.8	31.5	35.3	37.3	24.4
3a	124	89.9	110	112	98	85.3	77.2	78.7	71.3	65.4	73.8	71.1	95.5	103
3b	110	107	105	103	93.5	85.4	82	75.3	71.7	69	73.5	78.1	85	90.9
4a	195	166	172	90.6	94.8	92.7	57.5	98.7	81.9	68.4	78.1	80.3	78	70.3
4b	160	148	136	123	110	97.2	91.5	94.1	86.5	79.2	68.7	71.1	72.3	67.6
4c	192	167	155	111	94.6	80.9	71.8	85.7	88	71.1	77.4	80.5	76	66.8

VOLUME FROM BOFL AND CSFL

Average Annual Harvest Volume by Scenario and Run



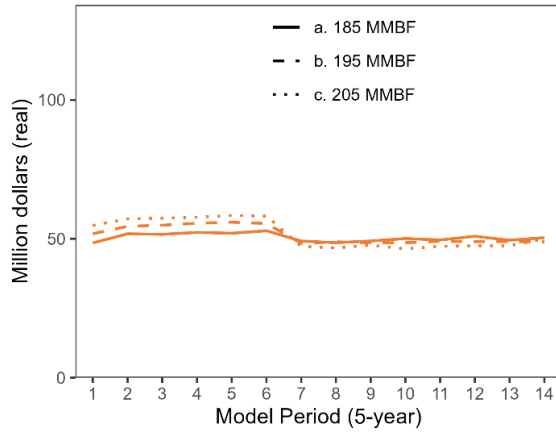
Average annual million board feet (BOFL + CSL) by model period (5-year)

Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	192	192	191	193	192	193	173	173	173	173	174	174	174	174
1b	203	203	202	205	202	204	172	172	172	173	173	173	173	173
1c	212	211	211	213	211	213	167	167	167	169	169	170	171	171
2a	336	208	212	196	192	174	102	95.3	102	88.2	97.3	110	96.5	85.3
2b	274	167	154	147	139	140	62.1	61	75.9	72.3	73.2	81	83.9	56.4
3a	291	209	248	251	219	194	168	171	158	149	169	163	213	231
3b	262	244	241	233	211	191	180	168	156	157	165	178	191	208
4a	448	372	376	194	210	211	124	220	187	155	185	197	195	179
4b	367	330	302	272	245	220	199	209	193	176	164	173	177	171
4c	441	373	340	238	210	185	156	193	197	159	184	197	191	171

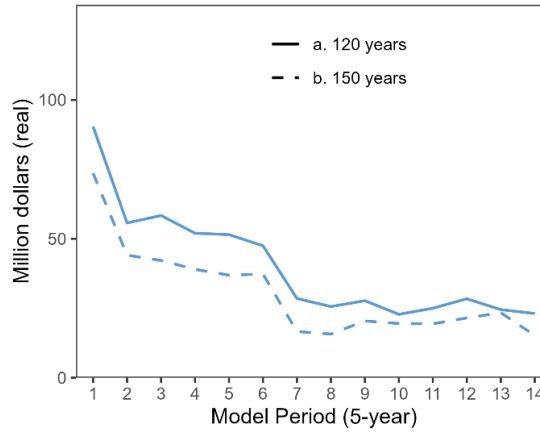
REVENUE TO COUNTIES ONLY

Average Annual Net Revenue to Counties over 70 years

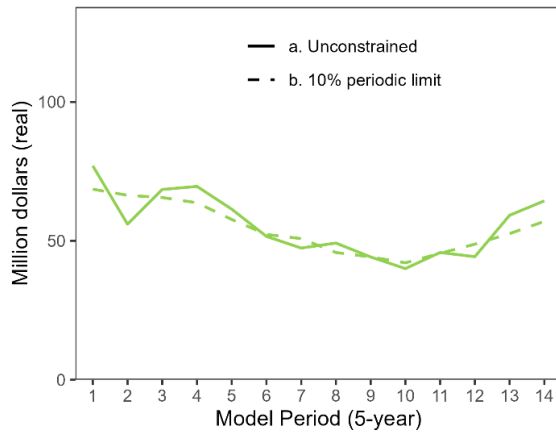
Scenario 1: 30-year BOFL target



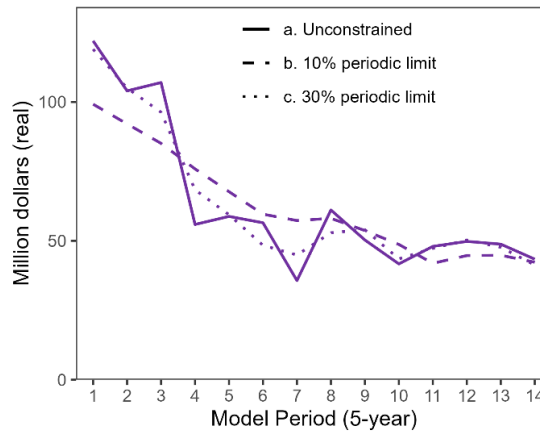
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV



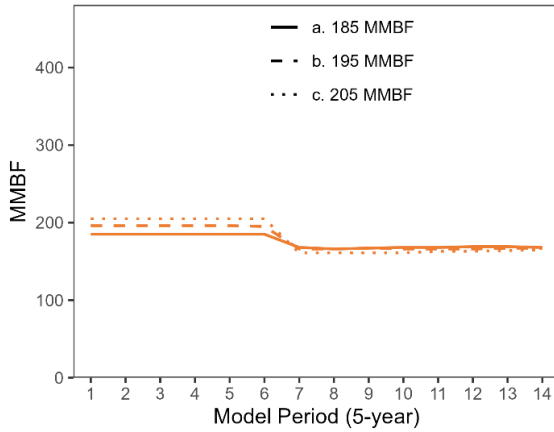
Average annual net revenue to counties (real million \$)

Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	48.5	51.8	51.6	52.3	52	52.9	49.2	48.6	49.2	50.1	49.6	50.9	49.5	50.4
1b	51.8	54.5	54.9	55.6	56	55.5	48.4	48.9	48.6	48.6	49.1	49	49	48.9
1c	54.8	57.2	57.4	57.8	58.4	58.2	47.3	46.7	47.7	46.4	47.3	47.5	47.5	50
2a	90.4	55.7	58.4	52	51.5	47.5	28.5	25.6	27.7	22.8	25	28.4	24.5	23.1
2b	73.6	44.1	42.2	39	36.9	37.3	16.6	15.7	20.4	19.5	19.4	21.5	23.4	15.2
3a	77	56	68.5	69.6	61.4	51.6	47.4	49.2	44.2	40	45.8	44.3	59.2	64.4
3b	68.6	66.4	65.6	63.7	57.7	52.3	50.8	45.8	44.2	42.1	45.5	48.8	52.6	57
4a	122	104	107	55.9	58.8	56.5	35.7	61.1	50.3	41.7	48	49.8	48.8	43.4
4b	99.2	92.1	85.1	75.9	67.7	59.6	57.3	58.1	53.7	48.7	41.9	44.7	44.8	42.3
4c	119	105	96.3	68.4	59.4	48.4	44.9	52.9	54	43.5	47.3	50.3	47.7	41.3

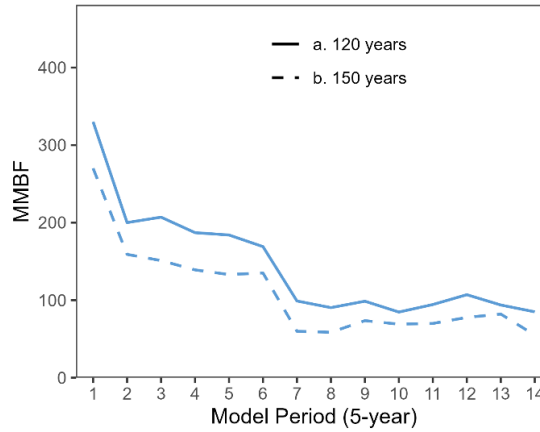
VOLUME FROM BOFL ONLY

Average Annual BOFL Harvest Volume over 70 years

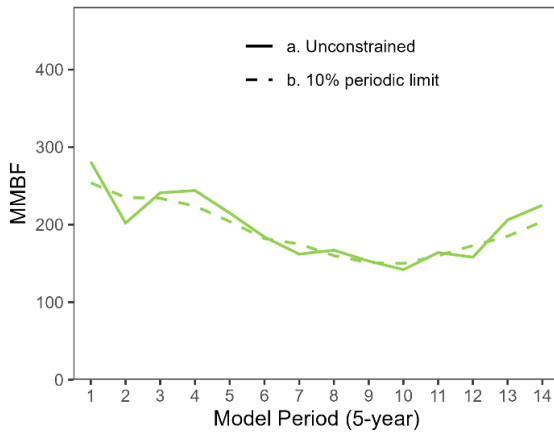
Scenario 1: 30-year BOFL target



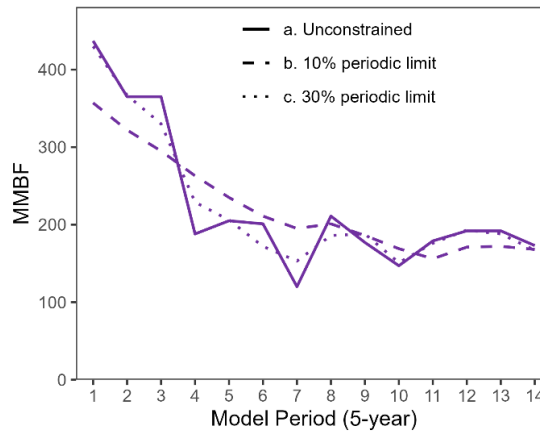
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV



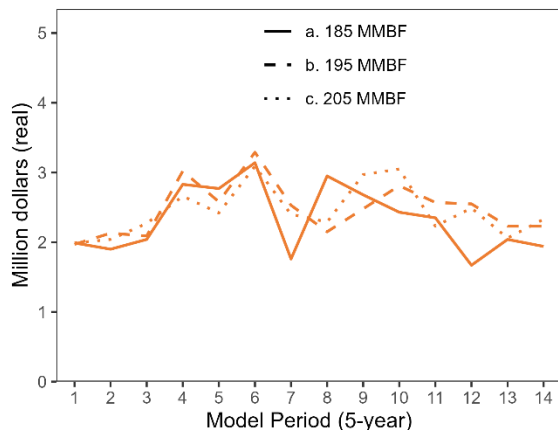
Average annual harvest volume (BOFL only)

Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	185	185	185	185	185	185	168	166	167	168	168	169	169	168
1b	196	196	196	196	196	195	166	166	167	166	166	166	167	167
1c	205	205	205	205	205	205	161	161	161	161	163	163	164	165
2a	330	200	207	187	184	169	98.9	90.3	98.6	84.6	94.3	107	93.7	84.9
2b	270	159	151	139	133	135	59.8	58.5	73.5	69	69.9	77.7	82	54.9
3a	281	202	241	244	215	184	162	167	153	142	164	158	206	225
3b	254	235	234	224	204	182	175	160	151	150	160	173	185	204
4a	437	365	365	188	205	201	120	211	177	147	179	192	192	173
4b	357	322	295	263	235	211	195	201	186	169	156	171	172	168
4c	430	367	330	229	206	172	153	186	188	151	176	193	188	167

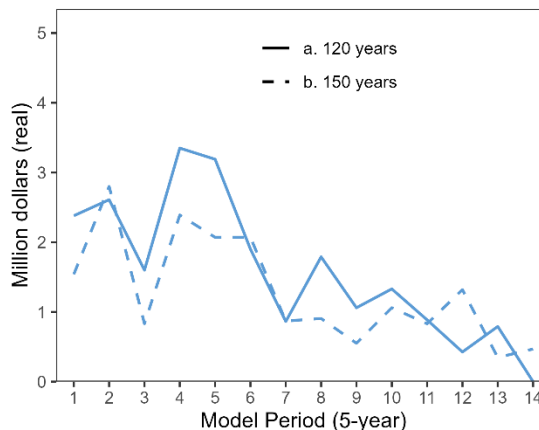
REVENUE TO THE CSF ONLY

Average Annual Net Revenue to CSF over 70 years

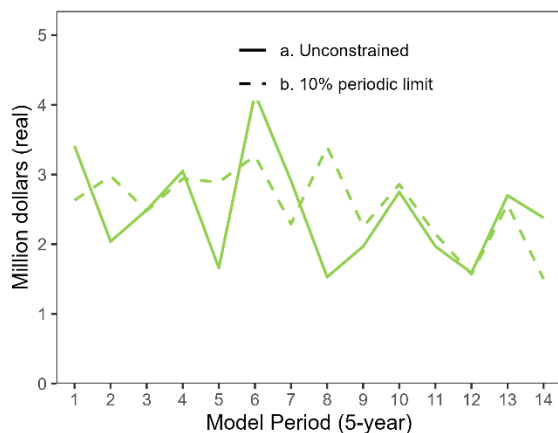
Scenario 1: 30-year BOFL target



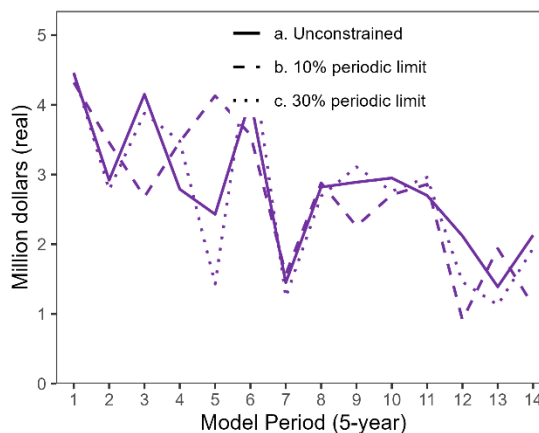
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV



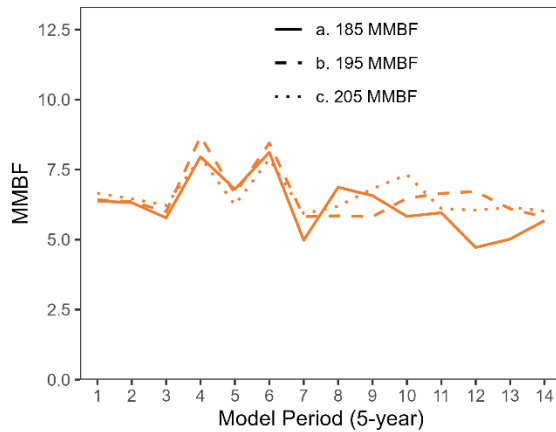
Average annual net revenue to CSF (real million \$)

Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	1.99	1.9	2.04	2.83	2.77	3.14	1.76	2.95	2.68	2.43	2.35	1.67	2.04	1.94
1b	1.97	2.13	2.09	3.02	2.58	3.29	2.53	2.15	2.48	2.81	2.57	2.55	2.23	2.23
1c	1.99	2.04	2.27	2.66	2.42	3.09	2.4	2.29	2.97	3.05	2.23	2.49	2.06	2.33
2a	2.38	2.61	1.6	3.35	3.19	1.9	0.863	1.79	1.06	1.33	0.886	0.426	0.791	0
2b	1.54	2.8	0.832	2.39	2.07	2.07	0.869	0.906	0.551	1.06	0.831	1.32	0.347	0.468
3a	3.41	2.04	2.49	3.05	1.66	4.16	2.91	1.53	1.97	2.75	1.97	1.59	2.7	2.38
3b	2.63	2.98	2.48	2.94	2.89	3.27	2.29	3.4	2.25	2.86	2.15	1.57	2.57	1.5
4a	4.45	2.92	4.15	2.79	2.43	4.08	1.45	2.82	2.89	2.95	2.7	2.12	1.39	2.13
4b	4.32	3.46	2.68	3.47	4.13	3.57	1.57	2.88	2.26	2.71	2.86	0.915	1.94	1.12
4c	4.46	2.78	3.88	3.48	1.43	4.86	1.24	2.69	3.11	2.76	2.96	1.46	1.13	1.94

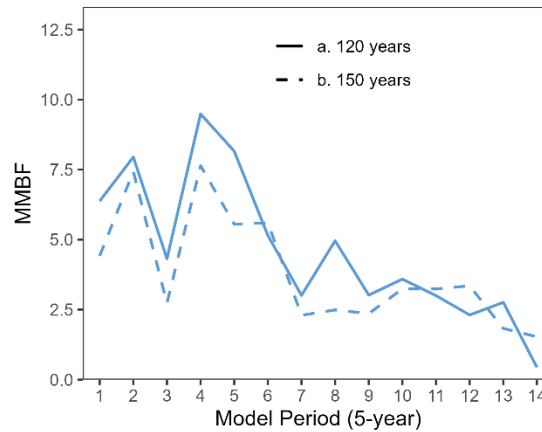
VOLUME FROM CSFL ONLY

Average Annual CSFL Harvest Volume over 70 years

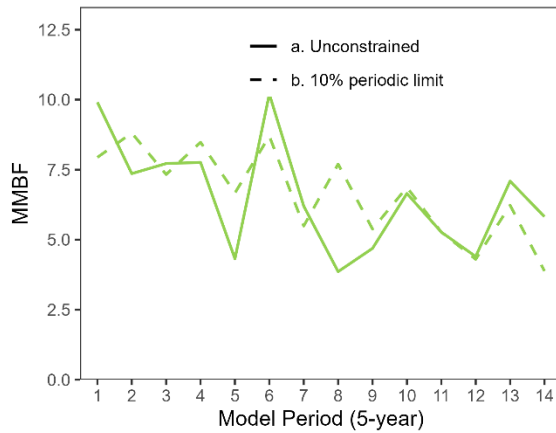
Scenario 1: 30-year BOFL target



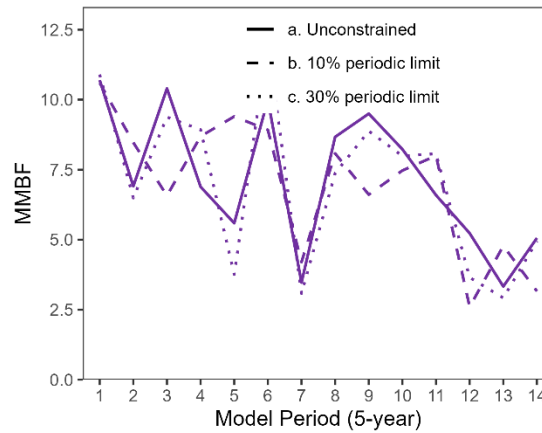
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV



Average annual harvest volume (CSFL only)

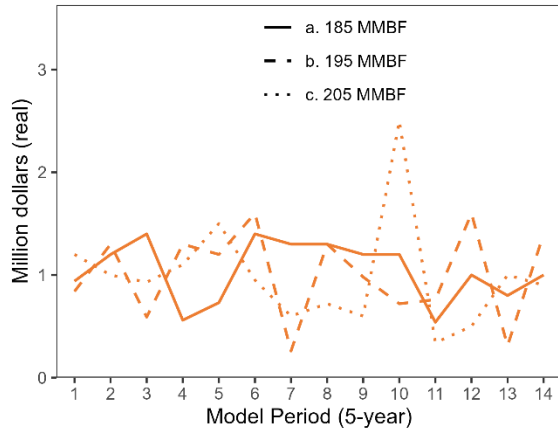
Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	6.38	6.32	5.78	7.96	6.8	8.12	4.98	6.87	6.57	5.83	5.96	4.72	5.02	5.68
1b	6.42	6.36	6	8.68	6.64	8.45	5.82	5.85	5.82	6.48	6.65	6.72	6.1	5.81
1c	6.66	6.46	6.22	7.94	6.24	7.88	5.93	6.19	6.82	7.32	6.11	6.05	6.16	6.02
2a	6.38	7.95	4.32	9.49	8.16	5.15	3.01	4.96	3.02	3.59	3	2.31	2.76	0.439
2b	4.42	7.43	2.73	7.64	5.55	5.6	2.3	2.49	2.36	3.24	3.24	3.35	1.83	1.53
3a	9.91	7.36	7.72	7.76	4.32	10.2	6.2	3.86	4.69	6.65	5.27	4.4	7.09	5.82
3b	7.94	8.81	7.33	8.48	6.67	8.7	5.49	7.7	5.38	6.87	5.27	4.3	6.23	3.88
4a	10.7	6.91	10.4	6.89	5.59	10	3.47	8.67	9.5	8.23	6.59	5.23	3.33	5.06
4b	10.6	8.47	6.57	8.69	9.4	8.92	4.2	8.08	6.61	7.47	8	2.6	4.78	3.16
4c	10.9	6.49	9.38	8.93	3.76	12.1	3.08	7.37	8.88	7.99	8.07	3.65	2.92	4.95

INDIVIDUAL COUNTY REVENUE AND VOLUME FROM BOFL ONLY

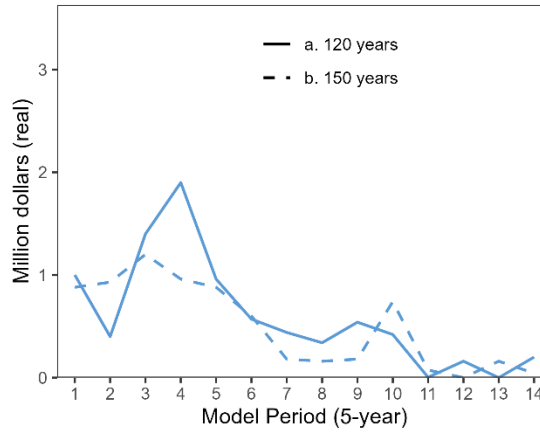
Benton County

Benton County: Average Annual Net Revenue Distributed over 70 Years

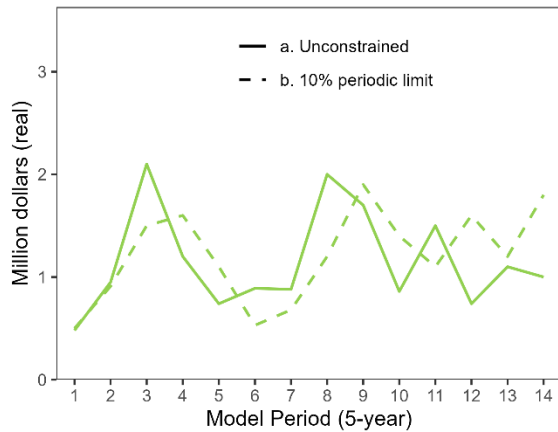
Scenario 1: 30-year BOFL target



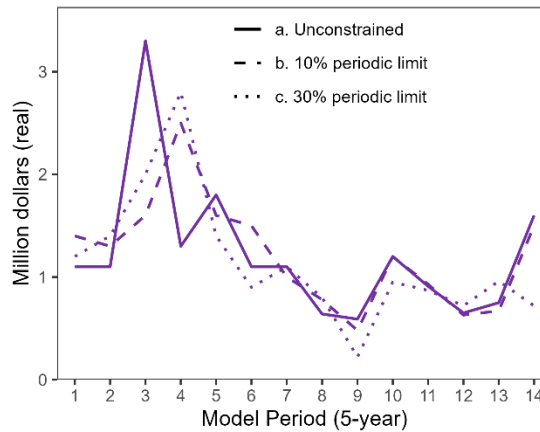
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV

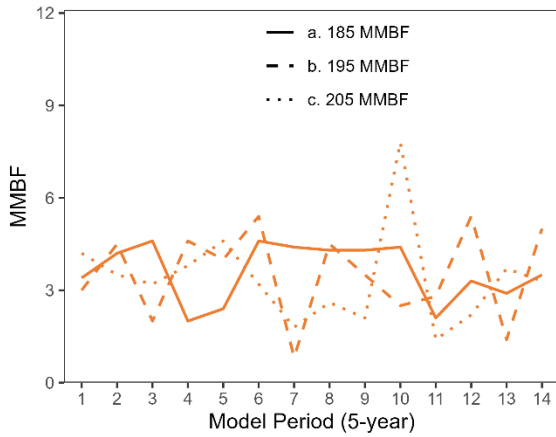


Average annual net revenue to county (real million \$) by model period (5-year)

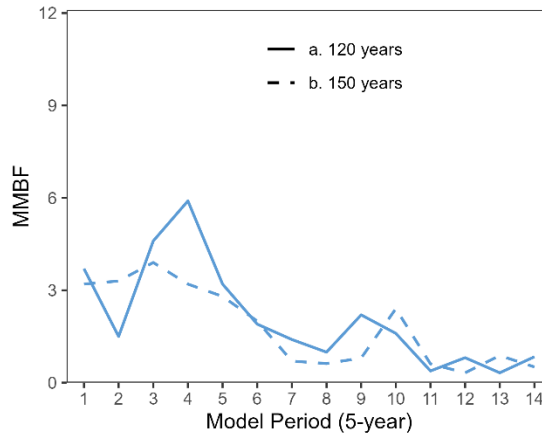
Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	0.94	1.2	1.4	0.56	0.73	1.4	1.3	1.3	1.2	1.2	0.54	1	0.8	1
1b	0.84	1.3	0.59	1.3	1.2	1.6	0.26	1.3	0.98	0.72	0.76	1.6	0.31	1.4
1c	1.2	1	0.93	1.1	1.5	0.95	0.6	0.72	0.6	2.5	0.34	0.5	1	0.9
2a	1	0.4	1.4	1.9	0.96	0.57	0.44	0.34	0.54	0.42	0.0038	0.16	0	0.2
2b	0.88	0.93	1.2	0.96	0.88	0.6	0.18	0.16	0.18	0.74	0.074	0	0.16	0.043
3a	0.48	0.95	2.1	1.2	0.74	0.89	0.88	2	1.7	0.86	1.5	0.74	1.1	1
3b	0.5	0.91	1.5	1.6	1.1	0.53	0.68	1.2	1.9	1.4	1.1	1.6	1.2	1.8
4a	1.1	1.1	3.3	1.3	1.8	1.1	1.1	0.64	0.59	1.2	0.91	0.65	0.75	1.6
4b	1.4	1.3	1.6	2.5	1.6	1.5	1	0.78	0.48	1.2	0.93	0.63	0.67	1.5
4c	1.2	1.4	2	2.8	1.4	0.9	1.1	0.8	0.22	0.95	0.87	0.72	0.96	0.72

Benton County: BOFL Average Annual Volume over 70 Years

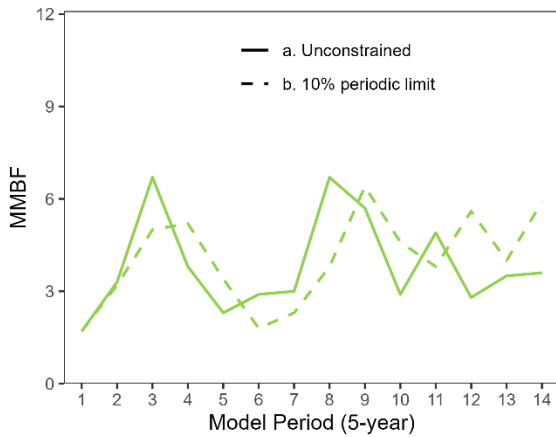
Scenario 1: 30-year BOFL target



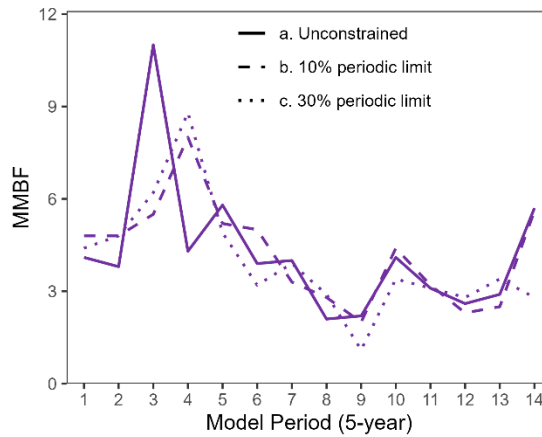
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV



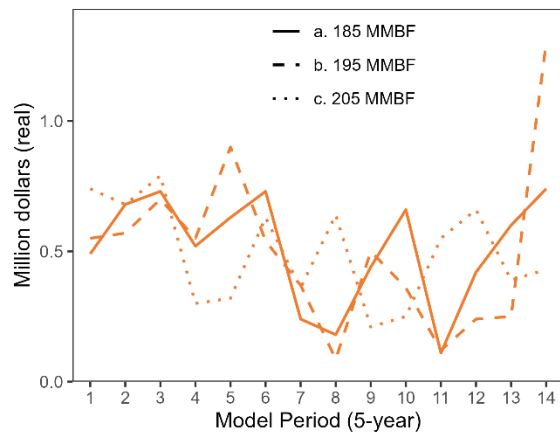
Average annual volume (MMBF) on BOFL by model period (5-year)

Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	3.4	4.2	4.6	2	2.4	4.6	4.4	4.3	4.3	4.4	2.1	3.3	2.9	3.5
1b	3	4.5	2	4.6	4	5.4	0.82	4.5	3.5	2.5	2.8	5.4	1.4	5
1c	4.2	3.5	3.2	3.8	4.6	3.2	1.8	2.6	2.1	7.8	1.4	2.2	3.7	3.3
2a	3.7	1.5	4.6	5.9	3.2	1.9	1.4	0.99	2.2	1.6	0.38	0.81	0.32	0.84
2b	3.2	3.3	3.9	3.2	2.8	2	0.7	0.62	0.8	2.4	0.61	0.32	0.88	0.51
3a	1.7	3.3	6.7	3.8	2.3	2.9	3	6.7	5.7	2.9	4.9	2.8	3.5	3.6
3b	1.7	3.2	5	5.2	3.4	1.8	2.3	3.8	6.4	4.6	3.8	5.6	4	5.9
4a	4.1	3.8	11	4.3	5.8	3.9	4	2.1	2.2	4.1	3.1	2.6	2.9	5.7
4b	4.8	4.8	5.5	8	5.2	5	3.3	2.8	2	4.4	3.2	2.3	2.5	5.6
4c	4.4	4.8	6.2	8.8	4.9	3.2	3.9	2.9	1.1	3.4	3.1	2.8	3.4	2.8

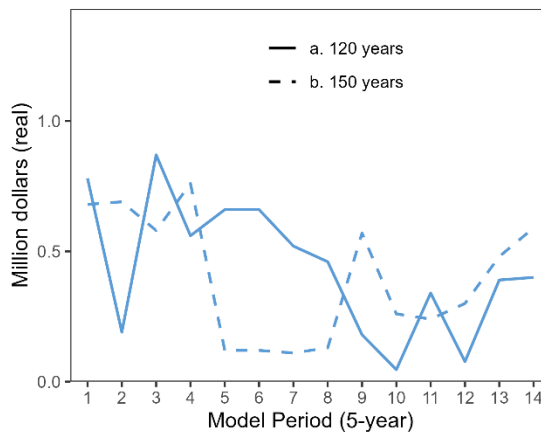
Clackamas County

Clackamas County: Average Annual Net Revenue Distributed over 70 Years

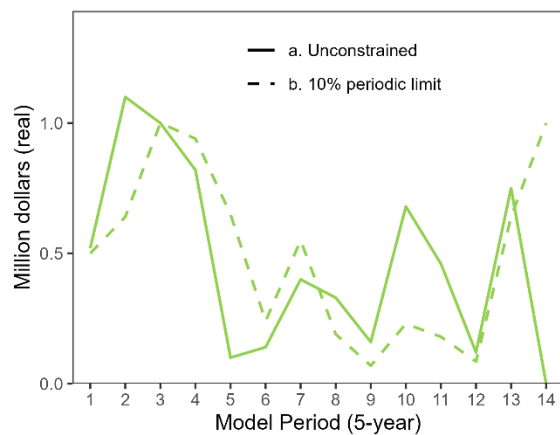
Scenario 1: 30-year BOFL target



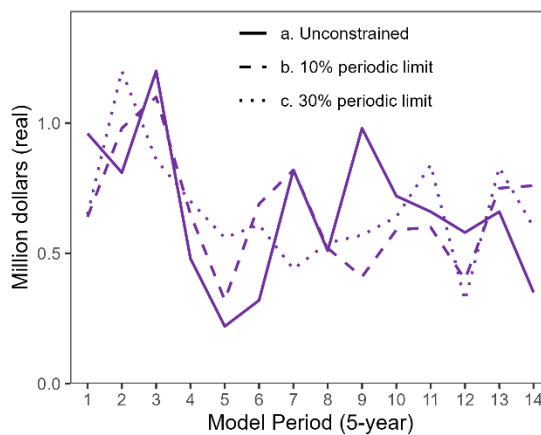
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV

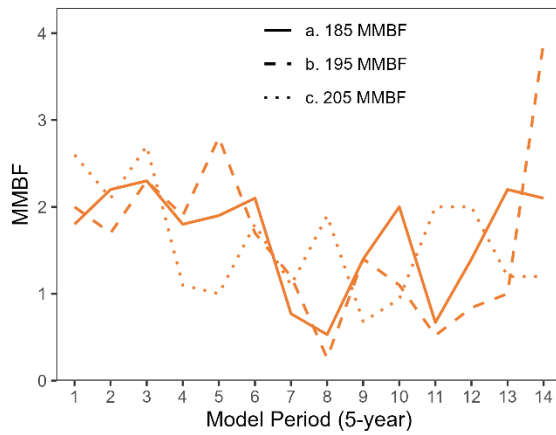


Average annual net revenue to county (real million \$) by model period (5-year)

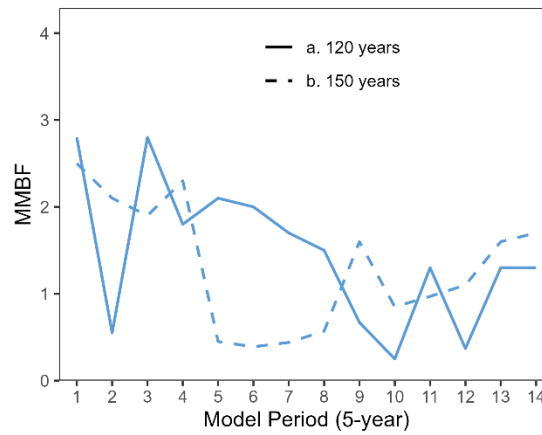
Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	0.49	0.68	0.73	0.52	0.63	0.73	0.24	0.18	0.44	0.66	0.11	0.42	0.6	0.74
1b	0.55	0.57	0.7	0.55	0.9	0.54	0.37	0.086	0.5	0.36	0.12	0.24	0.25	1.3
1c	0.74	0.68	0.79	0.3	0.32	0.63	0.36	0.64	0.21	0.25	0.55	0.66	0.39	0.43
2a	0.78	0.19	0.87	0.56	0.66	0.66	0.52	0.46	0.18	0.046	0.34	0.077	0.39	0.4
2b	0.68	0.69	0.58	0.76	0.12	0.12	0.11	0.13	0.57	0.26	0.24	0.3	0.48	0.59
3a	0.52	1.1	1	0.82	0.1	0.14	0.4	0.33	0.16	0.68	0.46	0.12	0.75	0
3b	0.5	0.64	1	0.94	0.65	0.24	0.55	0.19	0.069	0.23	0.18	0.085	0.64	1
4a	0.96	0.81	1.2	0.48	0.22	0.32	0.82	0.51	0.98	0.72	0.66	0.58	0.66	0.35
4b	0.64	0.98	1.1	0.65	0.32	0.69	0.82	0.52	0.41	0.59	0.6	0.4	0.75	0.76
4c	0.65	1.2	0.86	0.7	0.56	0.61	0.44	0.54	0.57	0.64	0.84	0.32	0.83	0.6

Clackamas County: BOFL Average Annual Volume over 70 Years

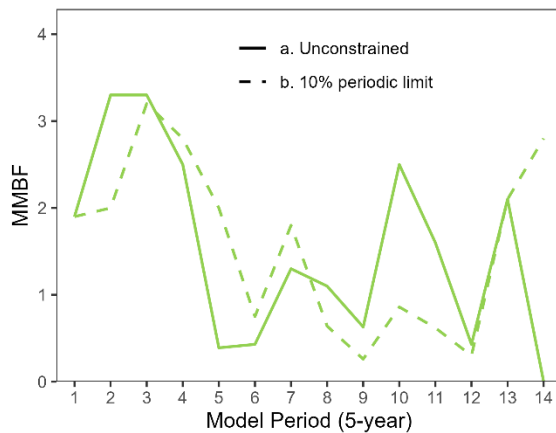
Scenario 1: 30-year BOFL target



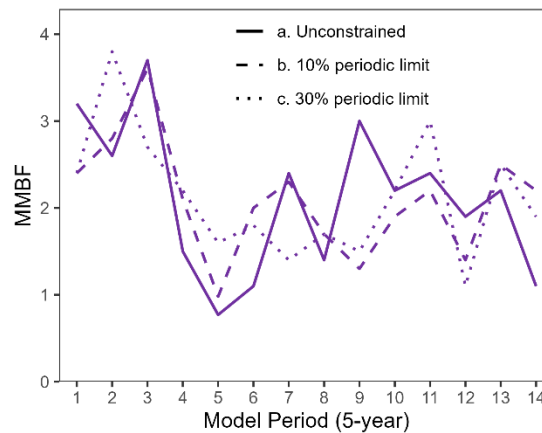
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV



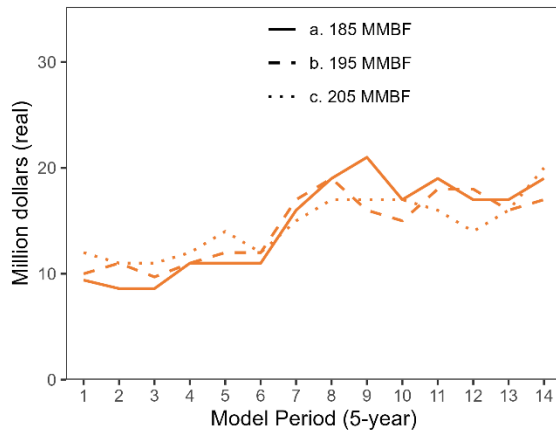
Average annual volume (MMBF) on BOFL by model period (5-year)

Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	1.8	2.2	2.3	1.8	1.9	2.1	0.77	0.53	1.4	2	0.67	1.4	2.2	2.1
1b	2	1.7	2.3	1.9	2.8	1.7	1.2	0.26	1.4	1.1	0.52	0.84	1	3.9
1c	2.6	2.1	2.7	1.1	1	1.8	1.1	1.9	0.68	0.94	2	2	1.2	1.2
2a	2.8	0.55	2.8	1.8	2.1	2	1.7	1.5	0.67	0.25	1.3	0.37	1.3	1.3
2b	2.5	2.1	1.9	2.3	0.45	0.39	0.44	0.57	1.6	0.85	0.97	1.1	1.6	1.7
3a	1.9	3.3	3.3	2.5	0.39	0.43	1.3	1.1	0.63	2.5	1.6	0.43	2.1	0
3b	1.9	2	3.2	2.8	2	0.75	1.8	0.64	0.26	0.86	0.62	0.3	2.1	2.8
4a	3.2	2.6	3.7	1.5	0.77	1.1	2.4	1.4	3	2.2	2.4	1.9	2.2	1.1
4b	2.4	2.8	3.6	2.1	0.98	2	2.3	1.7	1.3	1.9	2.2	1.4	2.5	2.2
4c	2.4	3.8	2.7	2.2	1.6	1.8	1.4	1.7	1.5	2.2	3	1.1	2.5	1.9

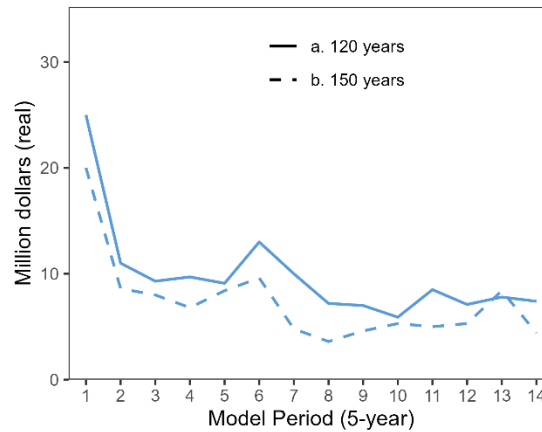
Clatsop County

Clatsop County: Average Annual Net Revenue Distributed over 70 Years

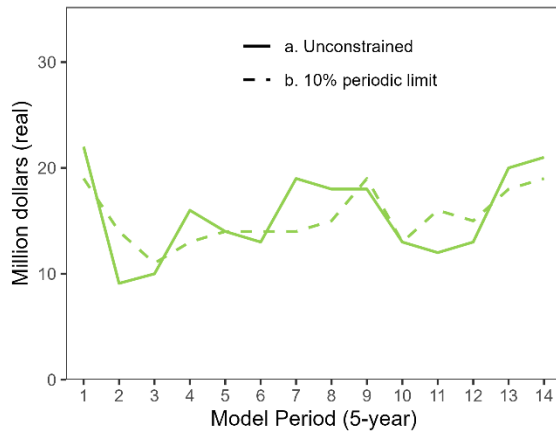
Scenario 1: 30-year BOFL target



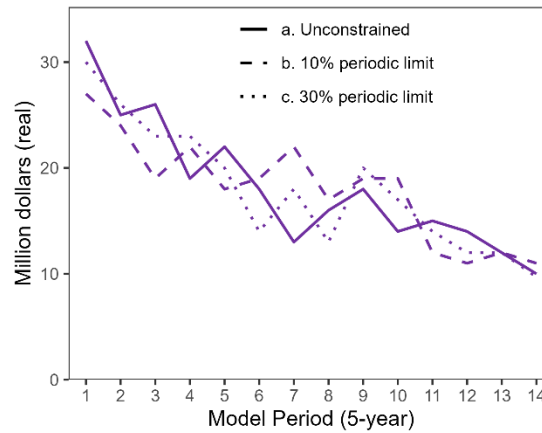
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV

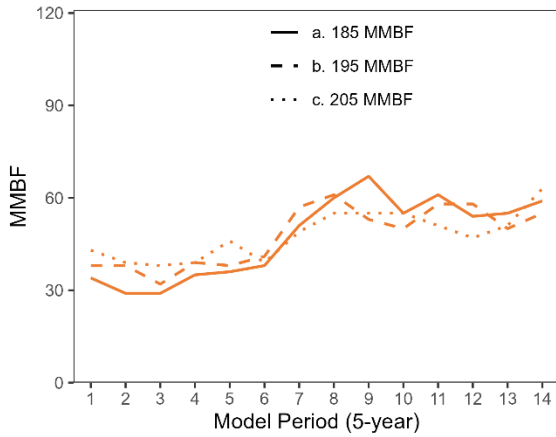


Average annual net revenue to county (real million \$) by model period (5-year)

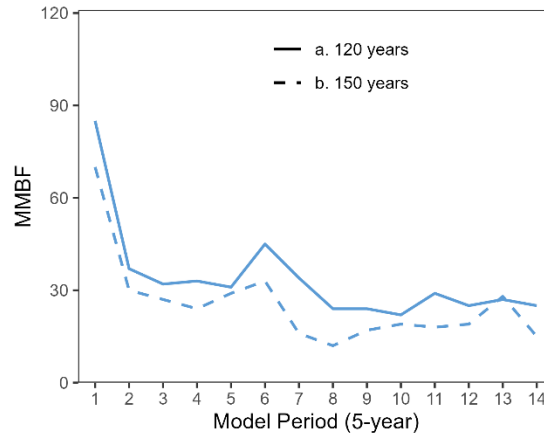
Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	9.4	8.6	8.6	11	11	11	16	19	21	17	19	17	17	19
1b	10	11	9.7	11	12	12	17	19	16	15	18	18	16	17
1c	12	11	11	12	14	12	15	17	17	17	16	14	16	20
2a	25	11	9.3	9.7	9.1	13	10	7.2	7	5.9	8.5	7.1	7.8	7.4
2b	20	8.6	8	6.8	8.4	9.6	4.8	3.6	4.6	5.3	5	5.3	8.4	4.4
3a	22	9.1	10	16	14	13	19	18	18	13	12	13	20	21
3b	19	14	11	13	14	14	14	15	19	13	16	15	18	19
4a	32	25	26	19	22	18	13	16	18	14	15	14	12	10
4b	27	24	19	22	18	19	22	17	19	19	12	11	12	11
4c	30	26	23	23	20	14	18	13	20	17	14	12	12	9.7

Clatsop County: BOFL Average Annual Volume over 70 Years

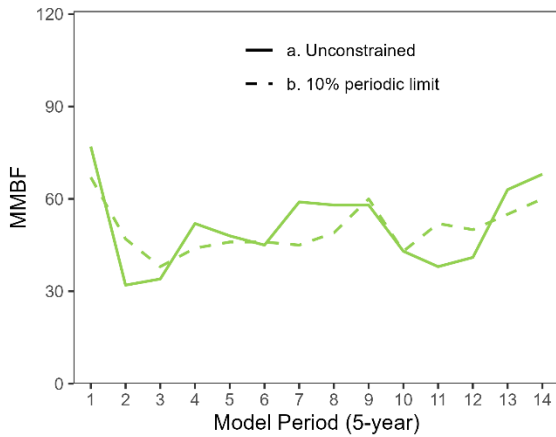
Scenario 1: 30-year BOFL target



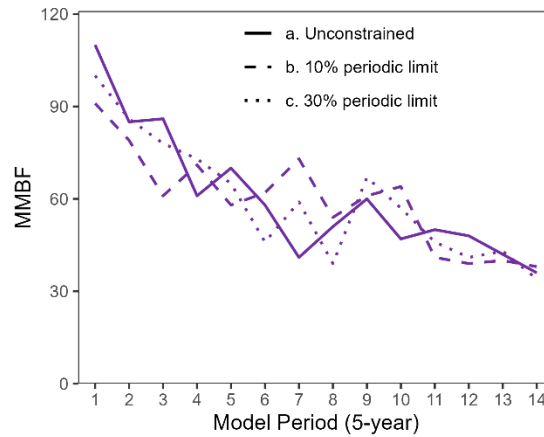
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV



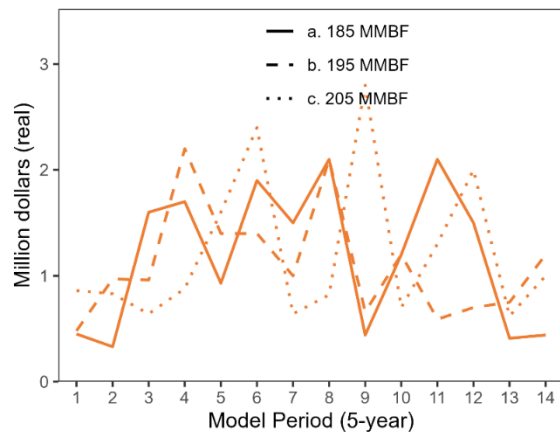
Average annual volume (MMBF) on BOFL by model period (5-year)

Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	34	29	29	35	36	38	51	60	67	55	61	54	55	59
1b	38	38	32	39	38	41	57	61	53	50	58	58	50	55
1c	43	39	38	39	46	39	49	55	55	55	51	47	51	63
2a	85	37	32	33	31	45	34	24	24	22	29	25	27	25
2b	70	30	27	24	29	33	16	12	17	19	18	19	28	15
3a	77	32	34	52	48	45	59	58	58	43	38	41	63	68
3b	67	47	38	44	46	46	45	49	60	43	52	50	55	60
4a	110	85	86	61	70	58	41	51	60	47	50	48	42	36
4b	91	79	61	71	58	62	73	54	61	64	41	39	40	38
4c	100	86	78	73	65	46	59	39	67	57	46	41	43	34

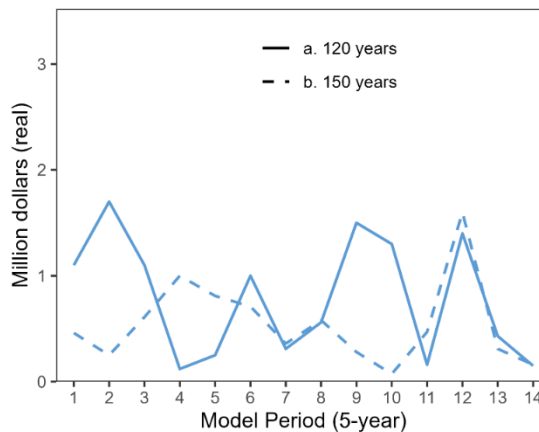
Columbia County

Columbia County: Average Annual Net Revenue Distributed over 70 Years

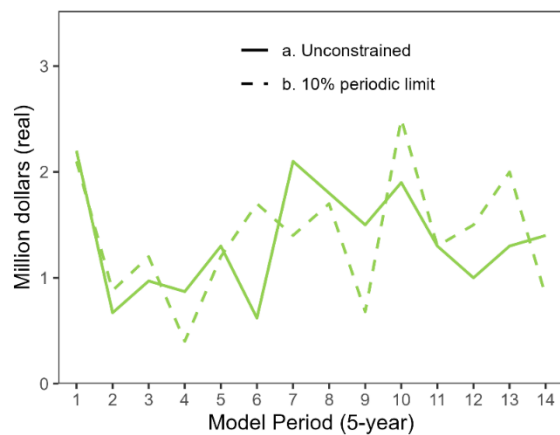
Scenario 1: 30-year BOFL target



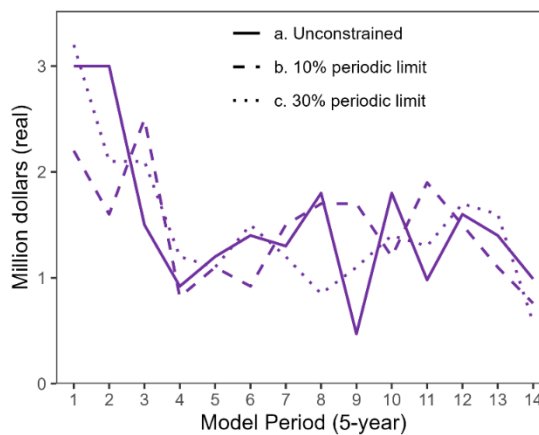
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV

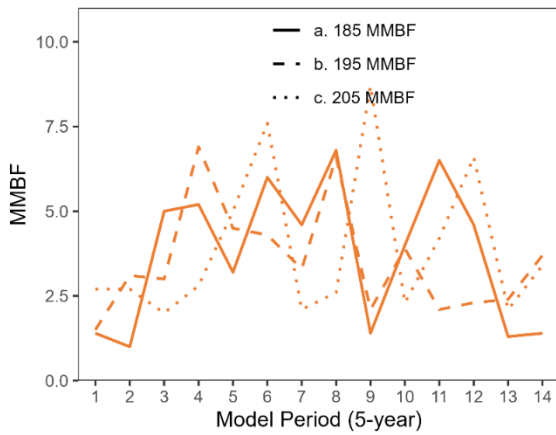


Average annual net revenue to county (real million \$) by model period (5-year)

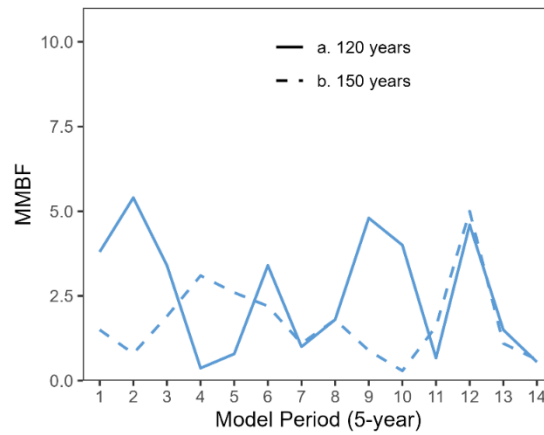
Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	0.45	0.33	1.6	1.7	0.93	1.9	1.5	2.1	0.44	1.2	2.1	1.5	0.41	0.44
1b	0.48	0.97	0.96	2.2	1.4	1.4	1	2.1	0.66	1.2	0.59	0.7	0.75	1.2
1c	0.86	0.83	0.64	0.88	1.6	2.4	0.64	0.82	2.8	0.7	1.3	2	0.62	1
2a	1.1	1.7	1.1	0.12	0.25	1	0.31	0.56	1.5	1.3	0.16	1.4	0.43	0.15
2b	0.46	0.25	0.61	1	0.81	0.71	0.36	0.58	0.28	0.073	0.47	1.6	0.31	0.16
3a	2.2	0.67	0.97	0.87	1.3	0.62	2.1	1.8	1.5	1.9	1.3	1	1.3	1.4
3b	2.1	0.88	1.2	0.4	1.2	1.7	1.4	1.7	0.68	2.5	1.3	1.5	2	0.83
4a	3	3	1.5	0.92	1.2	1.4	1.3	1.8	0.47	1.8	0.98	1.6	1.4	0.99
4b	2.2	1.6	2.5	0.82	1.1	0.92	1.5	1.7	1.7	1.2	1.9	1.5	1.1	0.76
4c	3.2	2.1	2.1	1.2	1.1	1.5	1.2	0.85	1.1	1.4	1.3	1.7	1.6	0.58

Columbia County: BOFL Average Annual Volume over 70 Years

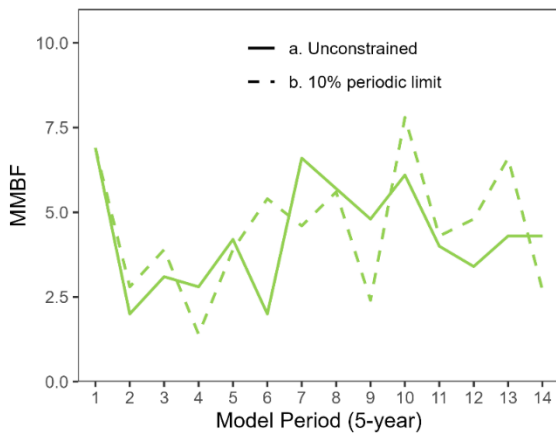
Scenario 1: 30-year BOFL target



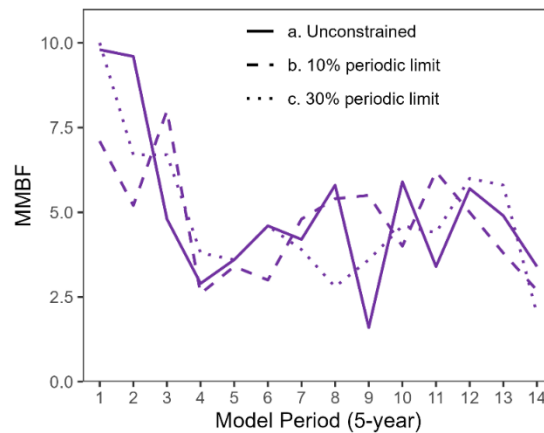
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV



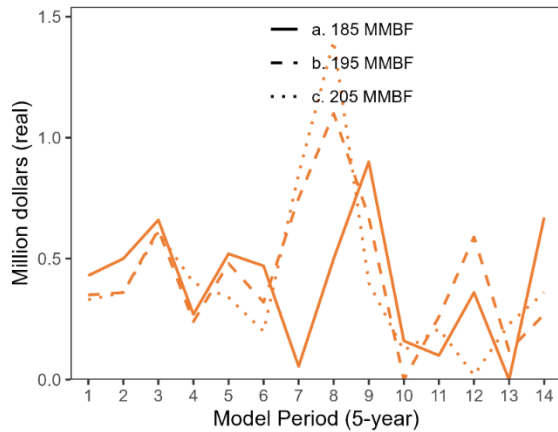
Average annual volume (MMBF) on BOFL by model period (5-year)

Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	1.4	1	5	5.2	3.2	6	4.6	6.8	1.4	4	6.5	4.6	1.3	1.4
1b	1.5	3.1	3	6.9	4.5	4.3	3.3	6.6	2.1	3.9	2.1	2.3	2.4	3.7
1c	2.7	2.7	2	2.8	5	7.6	2.1	2.6	8.7	2.3	4.2	6.6	2.1	3.4
2a	3.8	5.4	3.4	0.37	0.79	3.4	1	1.8	4.8	4	0.67	4.6	1.5	0.55
2b	1.5	0.8	1.9	3.1	2.6	2.2	1.1	1.8	0.89	0.29	1.6	5	1.1	0.62
3a	6.9	2	3.1	2.8	4.2	2	6.6	5.7	4.8	6.1	4	3.4	4.3	4.3
3b	6.9	2.8	3.9	1.4	3.9	5.4	4.6	5.6	2.4	7.8	4.3	4.8	6.6	2.7
4a	9.8	9.6	4.8	2.9	3.6	4.6	4.2	5.8	1.6	5.9	3.4	5.7	4.9	3.4
4b	7.1	5.2	8	2.6	3.4	3	4.8	5.4	5.5	4	6.2	5	3.8	2.7
4c	10	6.7	6.7	3.8	3.6	4.6	3.9	2.8	3.6	4.6	4.4	6	5.8	2

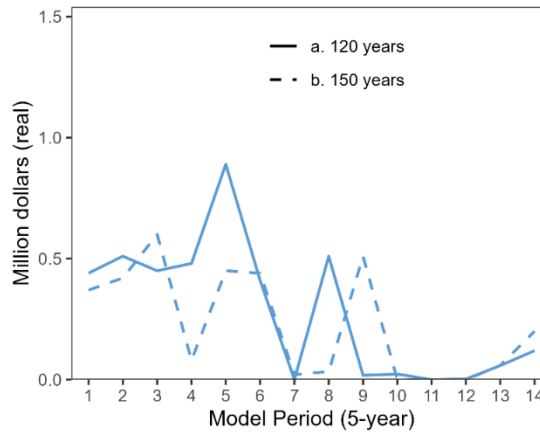
Coos County

Coos County: Average Annual Net Revenue Distributed over 70 Years

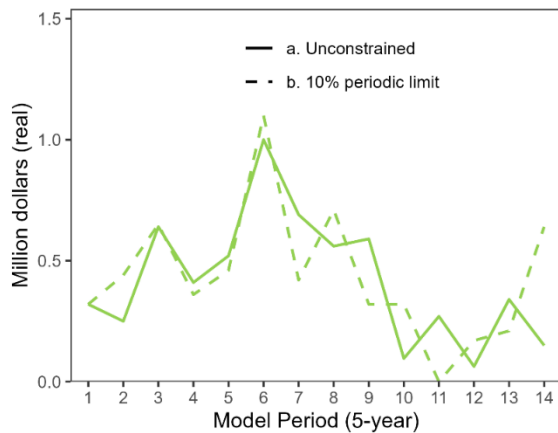
Scenario 1: 30-year BOFL target



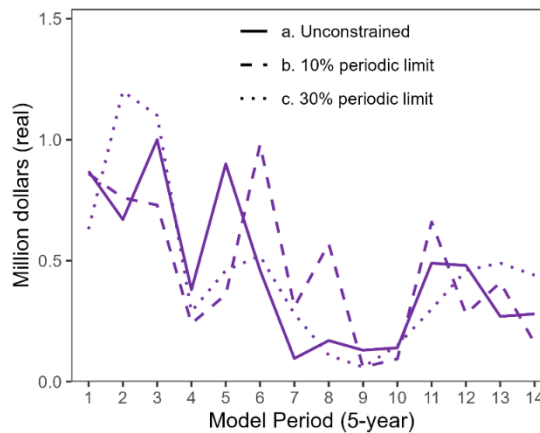
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV

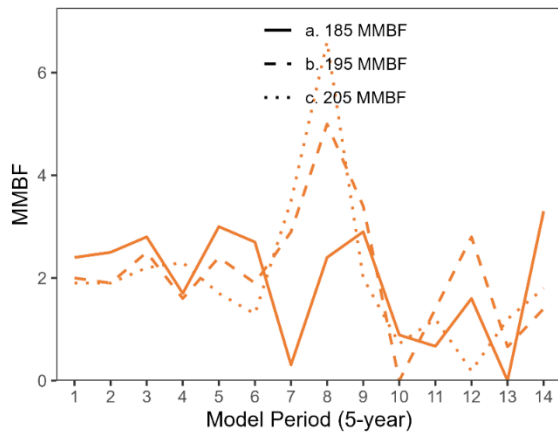


Average annual net revenue to county (real million \$) by model period (5-year)

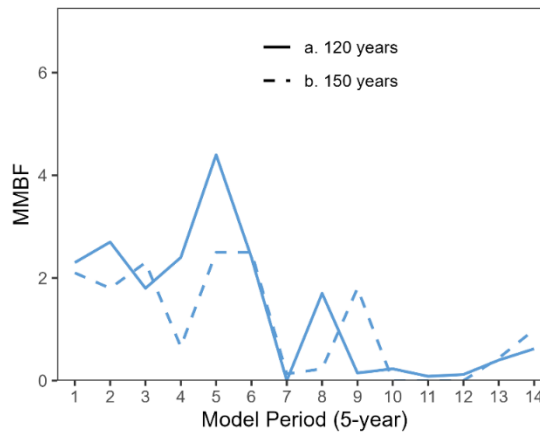
Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	0.43	0.5	0.66	0.27	0.52	0.47	0.055	0.5	0.9	0.16	0.1	0.36	0	0.67
1b	0.35	0.36	0.62	0.24	0.48	0.32	0.75	1.1	0.67	0	0.26	0.59	0.12	0.27
1c	0.33	0.36	0.61	0.4	0.34	0.2	0.85	1.4	0.4	0.12	0.21	0.018	0.23	0.36
2a	0.44	0.51	0.45	0.48	0.89	0.41	0	0.51	0.018	0.023	0	0.0025	0.058	0.12
2b	0.37	0.42	0.6	0.08	0.45	0.44	0.021	0.033	0.51	0	0	0	0.059	0.2
3a	0.32	0.25	0.64	0.41	0.52	1	0.69	0.56	0.59	0.096	0.27	0.063	0.34	0.15
3b	0.32	0.44	0.65	0.36	0.46	1.1	0.42	0.71	0.32	0.32	0	0.17	0.21	0.64
4a	0.87	0.67	1	0.38	0.9	0.46	0.096	0.17	0.13	0.14	0.49	0.48	0.27	0.28
4b	0.86	0.76	0.73	0.24	0.36	0.98	0.31	0.57	0.06	0.094	0.66	0.28	0.41	0.16
4c	0.63	1.2	1.1	0.29	0.46	0.52	0.28	0.11	0.06	0.15	0.3	0.46	0.49	0.44

Coos County: BOFL Average Annual Volume over 70 Years

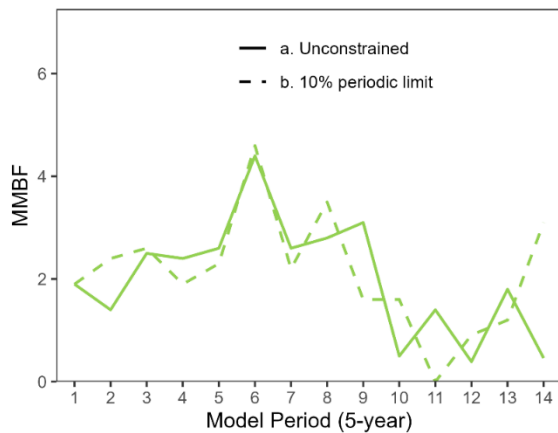
Scenario 1: 30-year BOFL target



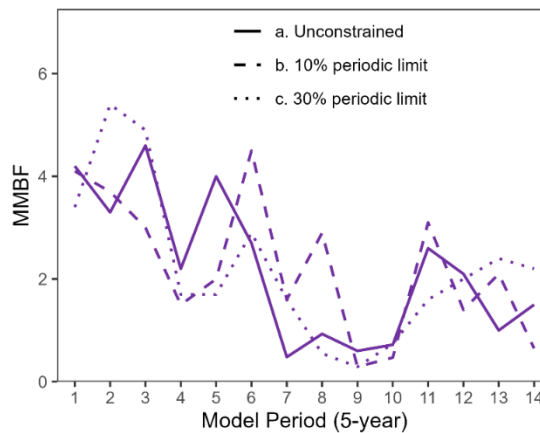
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV



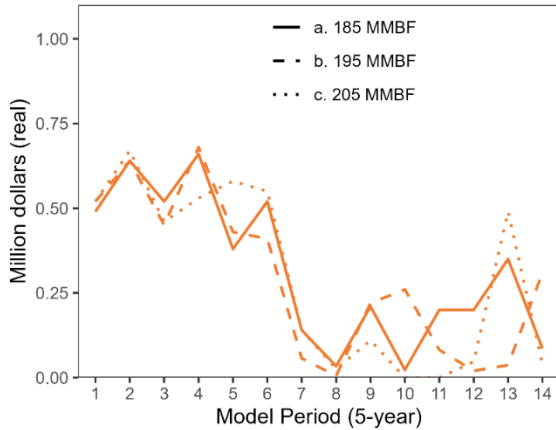
Average annual volume (MMBF) on BOFL by model period (5-year)

Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	2.4	2.5	2.8	1.7	3	2.7	0.31	2.4	2.9	0.89	0.67	1.6	0	3.3
1b	2	1.9	2.5	1.6	2.4	1.9	2.9	5	3.4	0	1.4	2.8	0.66	1.4
1c	1.9	1.9	2.2	2.3	1.7	1.3	3.5	6.6	2	0.72	1.2	0.19	1.2	1.8
2a	2.3	2.7	1.8	2.4	4.4	2.4	0	1.7	0.15	0.23	0.085	0.12	0.4	0.62
2b	2.1	1.8	2.3	0.66	2.5	2.5	0.13	0.23	1.8	0	0	0	0.44	0.99
3a	1.9	1.4	2.5	2.4	2.6	4.4	2.6	2.8	3.1	0.5	1.4	0.39	1.8	0.46
3b	1.9	2.4	2.6	1.9	2.3	4.6	2.2	3.5	1.6	1.6	0	0.91	1.2	3.1
4a	4.2	3.3	4.6	2.2	4	2.7	0.48	0.93	0.6	0.72	2.6	2.1	1	1.5
4b	4.1	3.7	3	1.5	2	4.5	1.6	2.9	0.29	0.47	3.1	1.4	2.1	0.65
4c	3.4	5.4	4.9	1.7	1.7	2.9	1.6	0.55	0.29	0.74	1.6	2	2.4	2.2

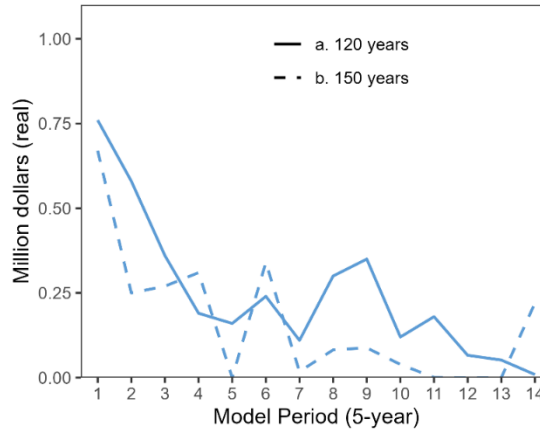
Douglas County

Douglas County: Average Annual Net Revenue Distributed over 70 Years

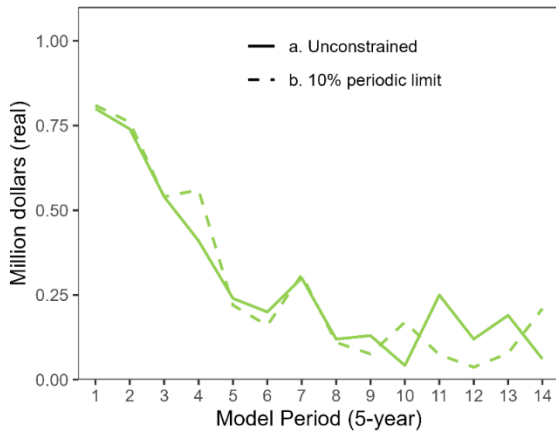
Scenario 1: 30-year BOFL target



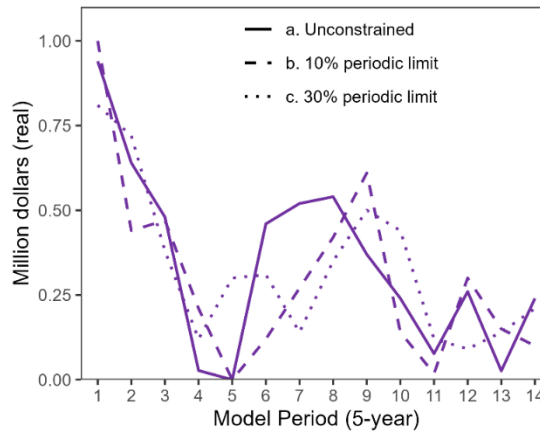
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV

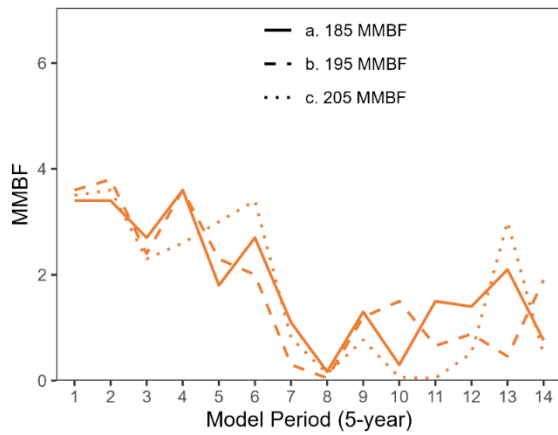


Average annual net revenue to county (real million \$) by model period (5-year)

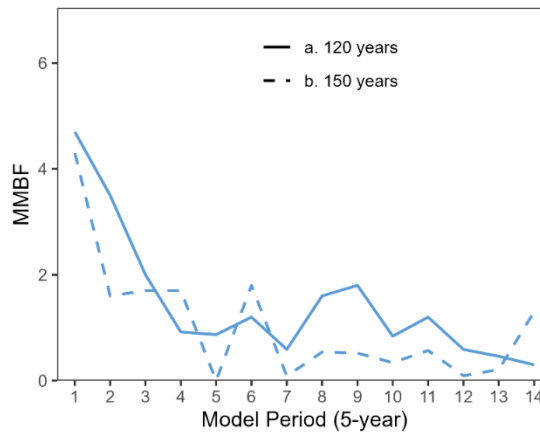
Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	0.49	0.64	0.52	0.66	0.38	0.52	0.14	0.034	0.21	0.023	0.2	0.2	0.35	0.086
1b	0.52	0.64	0.45	0.68	0.43	0.41	0.057	0.0053	0.22	0.26	0.082	0.02	0.037	0.31
1c	0.52	0.67	0.46	0.53	0.58	0.55	0.14	0.026	0.11	0	0	0.047	0.49	0.04
2a	0.76	0.58	0.36	0.19	0.16	0.24	0.11	0.3	0.35	0.12	0.18	0.066	0.052	0.0091
2b	0.67	0.25	0.27	0.31	0	0.34	0.018	0.082	0.088	0.039	0.00058	0	0	0.22
3a	0.8	0.74	0.54	0.41	0.24	0.2	0.3	0.12	0.13	0.042	0.25	0.12	0.19	0.061
3b	0.81	0.76	0.54	0.56	0.22	0.16	0.31	0.11	0.076	0.17	0.074	0.037	0.078	0.21
4a	0.94	0.64	0.48	0.027	0	0.46	0.52	0.54	0.37	0.24	0.077	0.26	0.026	0.24
4b	1	0.44	0.47	0.21	0	0.12	0.27	0.42	0.61	0.14	0.018	0.3	0.15	0.1
4c	0.81	0.72	0.38	0.12	0.3	0.31	0.14	0.35	0.5	0.44	0.12	0.091	0.14	0.21

Douglas County: BOFL Average Annual Volume over 70 Years

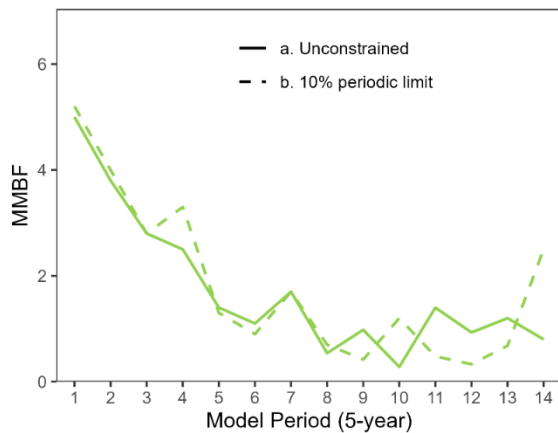
Scenario 1: 30-year BOFL target



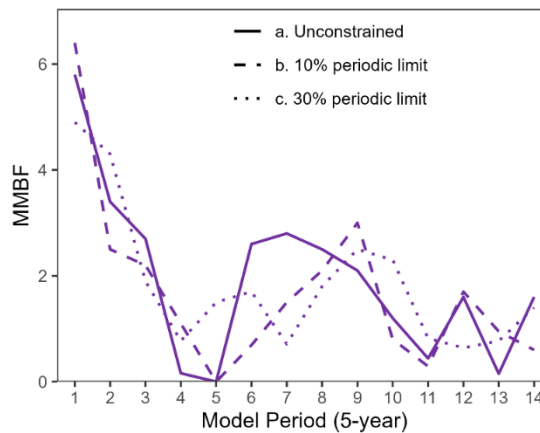
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV



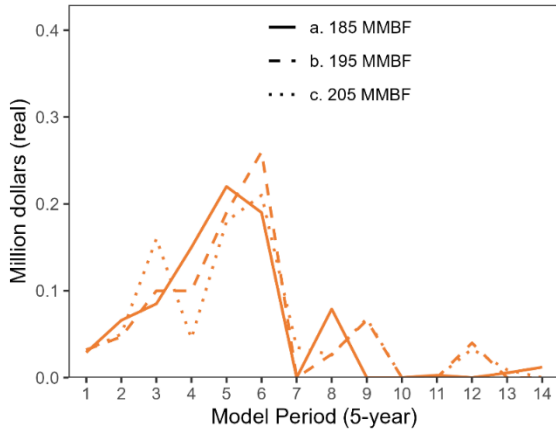
Average annual volume (MMBF) on BOFL by model period (5-year)

Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	3.4	3.4	2.7	3.6	1.8	2.7	1.1	0.17	1.3	0.3	1.5	1.4	2.1	0.76
1b	3.6	3.8	2.4	3.6	2.3	2	0.3	0.049	1.2	1.5	0.66	0.88	0.46	1.9
1c	3.5	3.6	2.3	2.6	3	3.4	0.81	0.13	0.77	0.062	0.047	0.52	3	0.48
2a	4.7	3.5	2	0.92	0.87	1.2	0.59	1.6	1.8	0.84	1.2	0.59	0.46	0.3
2b	4.3	1.6	1.7	1.7	0	1.8	0.087	0.54	0.52	0.34	0.57	0.094	0.21	1.3
3a	5	3.8	2.8	2.5	1.4	1.1	1.7	0.54	0.98	0.28	1.4	0.93	1.2	0.8
3b	5.2	4	2.8	3.3	1.3	0.9	1.7	0.7	0.42	1.2	0.48	0.33	0.68	2.5
4a	5.8	3.4	2.7	0.16	0	2.6	2.8	2.5	2.1	1.2	0.44	1.6	0.15	1.6
4b	6.4	2.5	2.2	1.1	0	0.69	1.5	2.1	3	0.8	0.29	1.7	0.95	0.6
4c	4.9	4.3	1.9	0.77	1.5	1.7	0.71	1.8	2.5	2.3	0.82	0.64	0.77	1.4

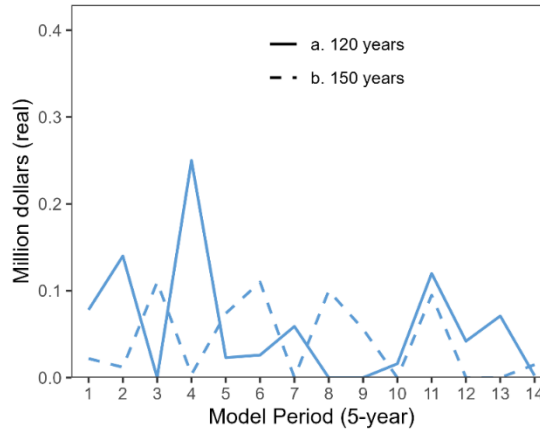
Josephine County

Josephine County: Average Annual Net Revenue Distributed over 70 Years

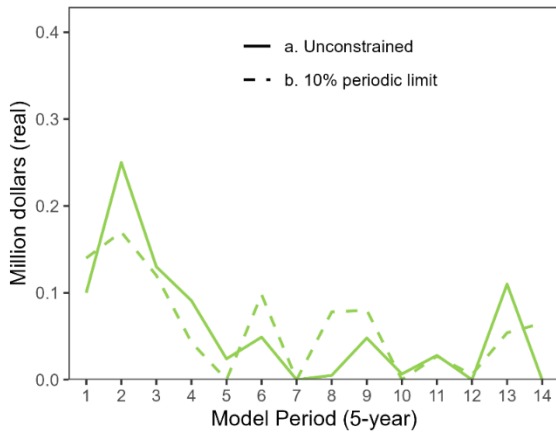
Scenario 1: 30-year BOFL target



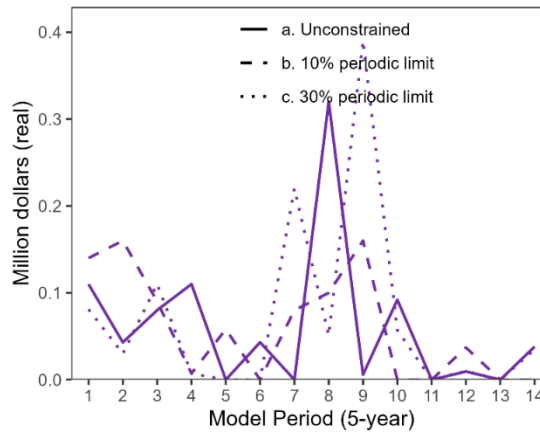
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV

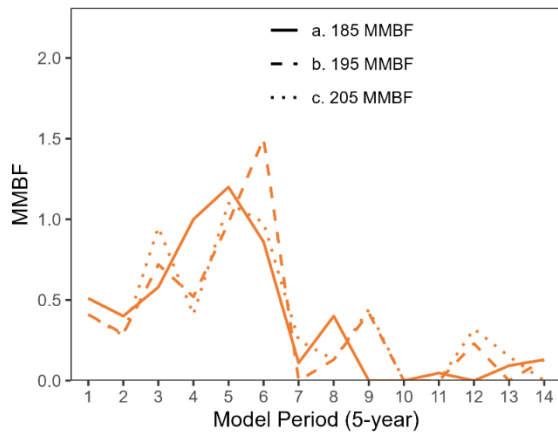


Average annual net revenue to county (real million \$) by model period (5-year)

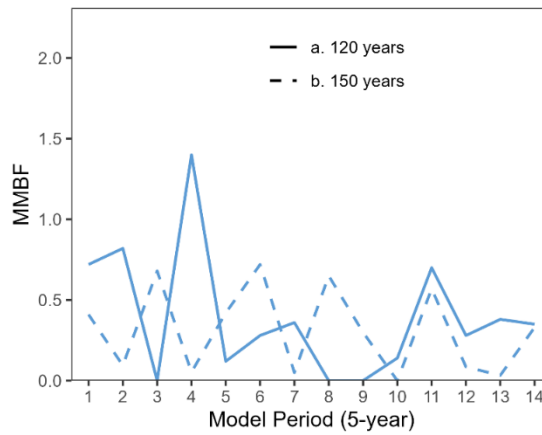
Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	0.029	0.066	0.085	0.15	0.22	0.19	0	0.079	0	0	0.0028	0	0.0055	0.012
1b	0.032	0.047	0.1	0.1	0.19	0.26	0	0.027	0.066	0	0	0.04	0	0
1c	0.032	0.05	0.16	0.045	0.18	0.21	0.035	0.026	0.068	0	0	0.033	0.0091	0
2a	0.078	0.14	0	0.25	0.023	0.026	0.059	0	0	0.016	0.12	0.042	0.071	0.0023
2b	0.022	0.012	0.11	0.0036	0.074	0.11	0	0.1	0.056	0	0.095	0	0	0.015
3a	0.1	0.25	0.13	0.091	0.024	0.049	0	0.005	0.048	0.0066	0.028	0	0.11	0
3b	0.14	0.17	0.12	0.043	0	0.098	0	0.078	0.08	0	0.027	0.0058	0.054	0.065
4a	0.11	0.043	0.08	0.11	0	0.043	0	0.32	0.0059	0.092	0	0.0094	0	0.038
4b	0.14	0.16	0.09	0.0072	0.058	0	0.08	0.1	0.16	0	0	0.037	0	0
4c	0.081	0.03	0.11	0.0072	0	0	0.22	0.051	0.39	0.057	0	0.0099	0	0.035

Josephine County: BOFL Average Annual Volume over 70 Years

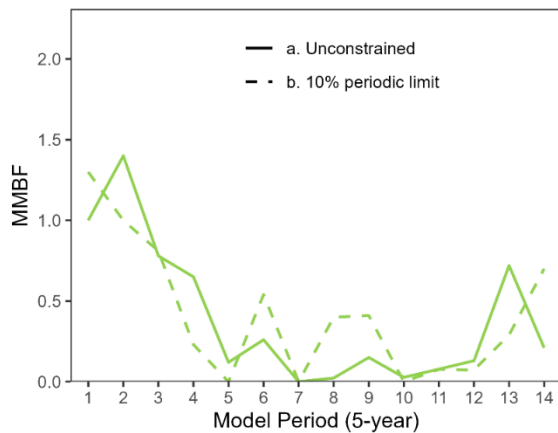
Scenario 1: 30-year BOFL target



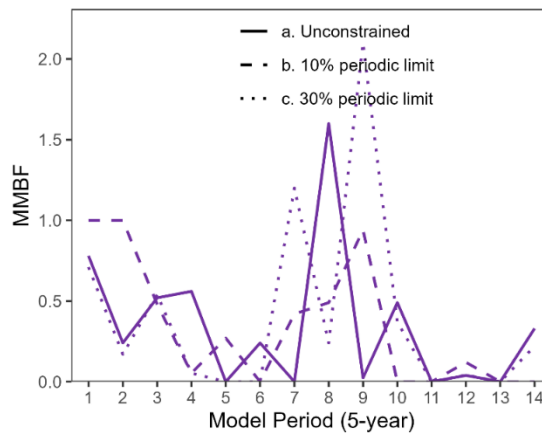
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV



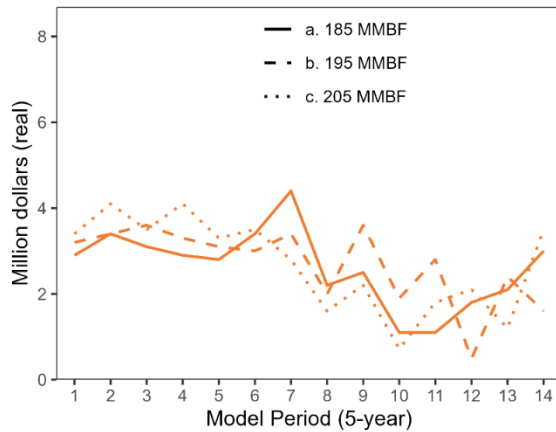
Average annual volume (MMBF) on BOFL by model period (5-year)

Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	0.51	0.4	0.58	1	1.2	0.86	0.11	0.4	0	0	0.047	0	0.093	0.13
1b	0.41	0.29	0.72	0.52	0.98	1.5	0	0.13	0.42	0	0	0.23	0	0.13
1c	0.41	0.28	0.95	0.41	1.1	0.98	0.25	0.13	0.44	0	0	0.32	0.15	0
2a	0.72	0.82	0	1.4	0.12	0.28	0.36	0	0	0.14	0.7	0.28	0.38	0.35
2b	0.41	0.094	0.68	0.053	0.42	0.72	0.05	0.65	0.3	0	0.57	0.085	0.033	0.33
3a	1	1.4	0.78	0.65	0.12	0.26	0	0.023	0.15	0.027	0.078	0.13	0.72	0.21
3b	1.3	1	0.81	0.23	0	0.54	0	0.4	0.41	0	0.076	0.073	0.29	0.7
4a	0.78	0.24	0.52	0.56	0	0.24	0	1.6	0.024	0.49	0	0.039	0	0.33
4b	1	1	0.48	0.053	0.27	0	0.42	0.49	0.94	0	0	0.12	0	0
4c	0.71	0.17	0.54	0.053	0	0	1.2	0.24	2.1	0.37	0	0.041	0	0.22

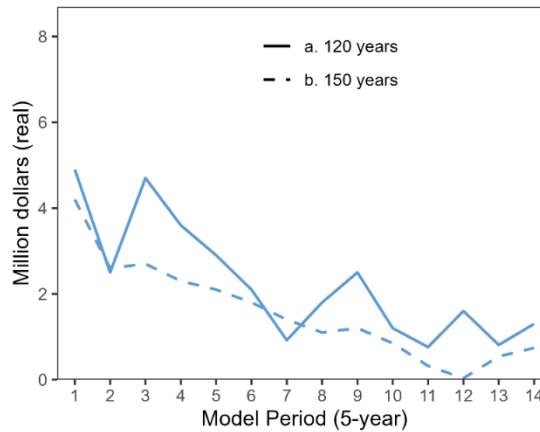
Lane County

Lane County: Average Annual Net Revenue Distributed over 70 Years

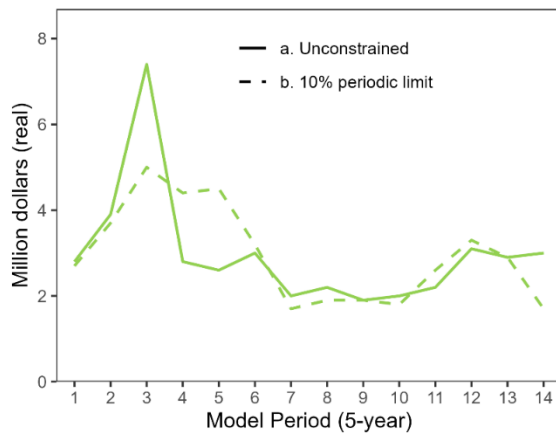
Scenario 1: 30-year BOFL target



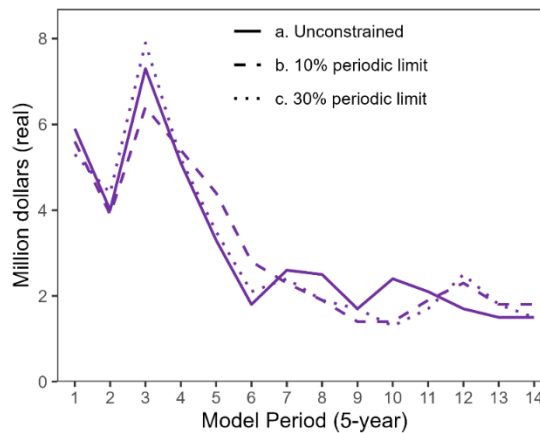
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV

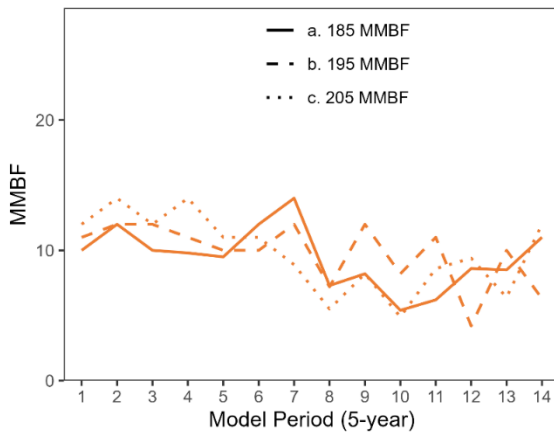


Average annual net revenue to county (real million \$) by model period (5-year)

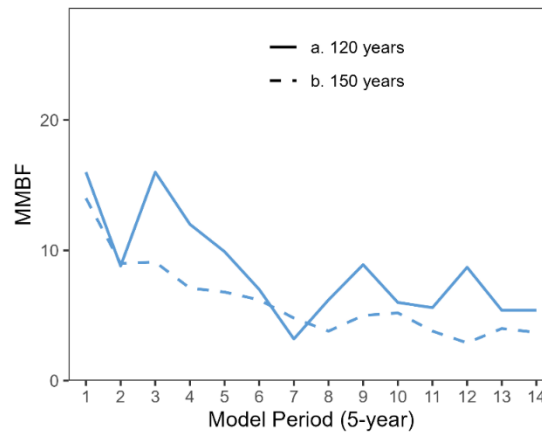
Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	2.9	3.4	3.1	2.9	2.8	3.4	4.4	2.2	2.5	1.1	1.1	1.8	2.1	3
1b	3.2	3.4	3.6	3.3	3.1	3	3.4	2	3.6	1.9	2.8	0.49	2.4	1.6
1c	3.4	4.1	3.5	4.1	3.3	3.5	2.8	1.6	2.2	0.72	1.8	2.1	1.2	3.5
2a	4.9	2.5	4.7	3.6	2.9	2.1	0.92	1.8	2.5	1.2	0.76	1.6	0.81	1.3
2b	4.2	2.6	2.7	2.3	2.1	1.8	1.4	1.1	1.2	0.85	0.32	0.034	0.54	0.74
3a	2.8	3.9	7.4	2.8	2.6	3	2	2.2	1.9	2	2.2	3.1	2.9	3
3b	2.7	3.7	5	4.4	4.5	3.2	1.7	1.9	1.9	1.8	2.6	3.3	2.9	1.7
4a	5.9	4	7.3	5.1	3.3	1.8	2.6	2.5	1.7	2.4	2.1	1.7	1.5	1.5
4b	5.6	3.9	6.4	5.4	4.4	2.8	2.3	1.9	1.4	1.4	1.9	2.3	1.8	1.8
4c	5.3	4.4	7.9	5.2	3.5	2.1	2.4	1.9	1.7	1.3	1.7	2.5	1.8	1.5

Lane County: BOFL Average Annual Volume over 70 Years

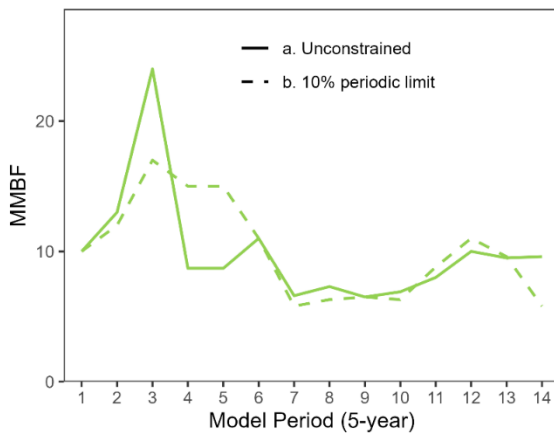
Scenario 1: 30-year BOFL target



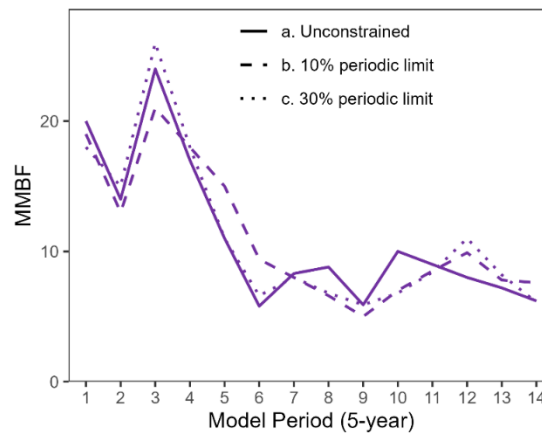
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV



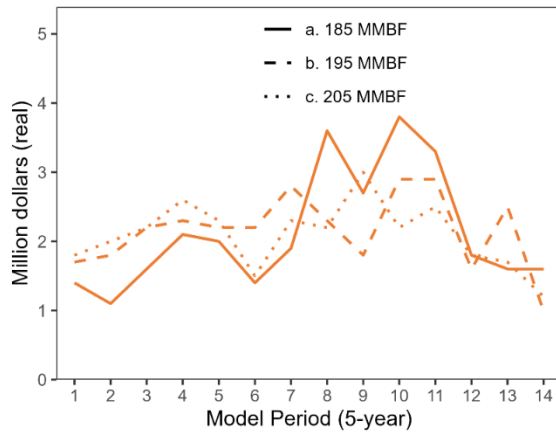
Average annual volume (MMBF) on BOFL by model period (5-year)

Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	10	12	10	9.8	9.5	12	14	7.3	8.2	5.4	6.2	8.6	8.5	11
1b	11	12	12	11	10	10	12	7.2	12	8.2	11	4.2	10	6.3
1c	12	14	12	14	11	11	8.9	5.5	8.2	4.9	8.6	9.4	6.4	12
2a	16	8.8	16	12	9.9	7	3.2	6.2	8.9	6	5.6	8.7	5.4	5.4
2b	14	9	9.1	7.1	6.8	6.2	4.8	3.8	5	5.2	3.8	2.9	4	3.7
3a	10	13	24	8.7	8.7	11	6.6	7.3	6.5	6.9	8	10	9.5	9.6
3b	10	12	17	15	15	11	5.8	6.3	6.5	6.3	8.8	11	9.6	5.8
4a	20	14	24	17	11	5.8	8.3	8.8	5.9	10	9	8	7.2	6.2
4b	19	13	21	18	15	9.4	8	6.6	5	7	8.5	9.9	7.8	7.6
4c	18	15	26	18	11	6.6	8	6.8	5.9	6.8	8.4	11	8.2	6.1

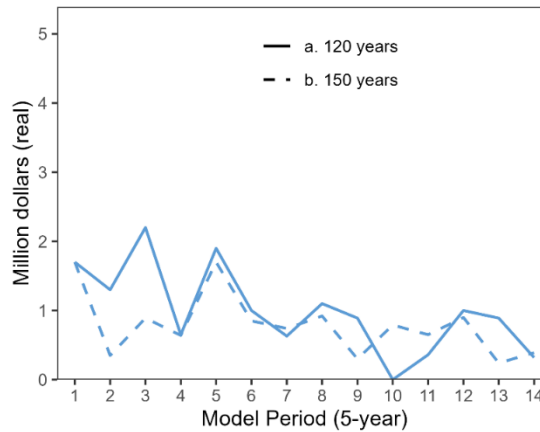
Lincoln County

Lincoln County: Average Annual Net Revenue Distributed over 70 Years

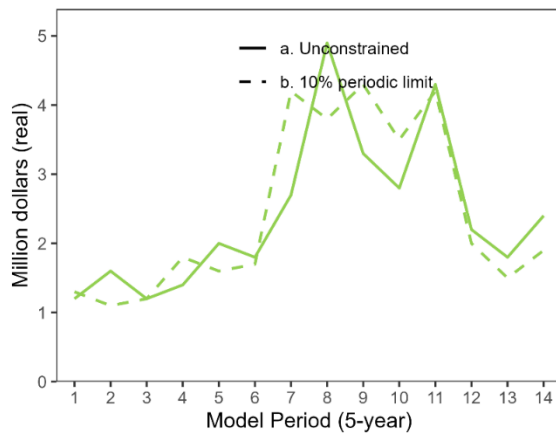
Scenario 1: 30-year BOFL target



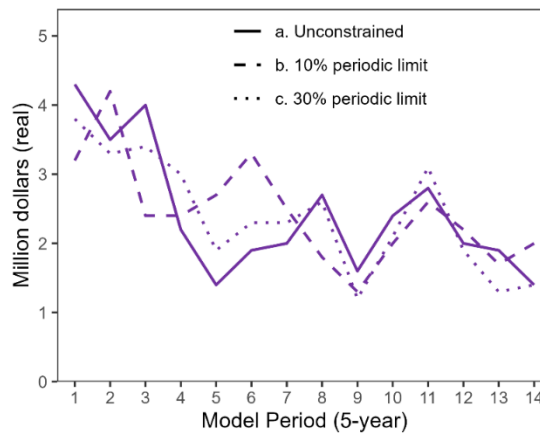
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV

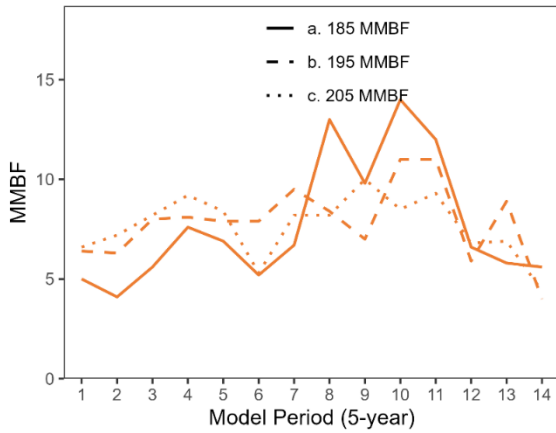


Average annual net revenue to county (real million \$) by model period (5-year)

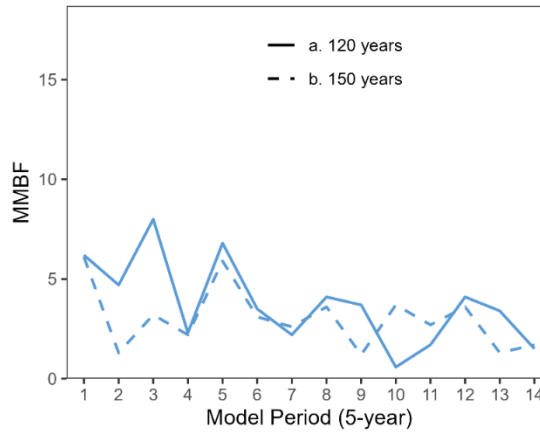
Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	1.4	1.1	1.6	2.1	2	1.4	1.9	3.6	2.7	3.8	3.3	1.8	1.6	1.6
1b	1.7	1.8	2.2	2.3	2.2	2.2	2.8	2.3	1.8	2.9	2.9	1.6	2.5	0.99
1c	1.8	2	2.2	2.6	2.3	1.5	2.3	2.2	3	2.2	2.5	1.8	1.7	1.2
2a	1.7	1.3	2.2	0.65	1.9	1	0.63	1.1	0.89	0	0.36	1	0.89	0.32
2b	1.7	0.35	0.89	0.64	1.7	0.85	0.74	0.92	0.3	0.79	0.65	0.9	0.24	0.39
3a	1.2	1.6	1.2	1.4	2	1.8	2.7	4.9	3.3	2.8	4.3	2.2	1.8	2.4
3b	1.3	1.1	1.2	1.8	1.6	1.7	4.2	3.8	4.3	3.5	4.2	2	1.5	1.9
4a	4.3	3.5	4	2.2	1.4	1.9	2	2.7	1.6	2.4	2.8	2	1.9	1.4
4b	3.2	4.2	2.4	2.4	2.7	3.3	2.5	1.8	1.3	2	2.6	2.2	1.7	2
4c	3.8	3.3	3.4	3	1.9	2.3	2.3	2.6	1.2	2.1	3.1	1.9	1.3	1.4

Lincoln County: BOFL Average Annual Volume over 70 Years

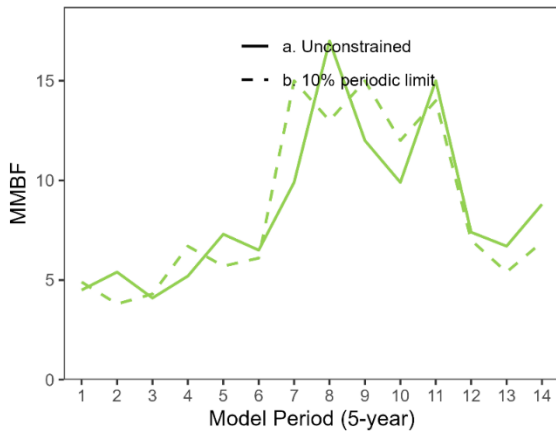
Scenario 1: 30-year BOFL target



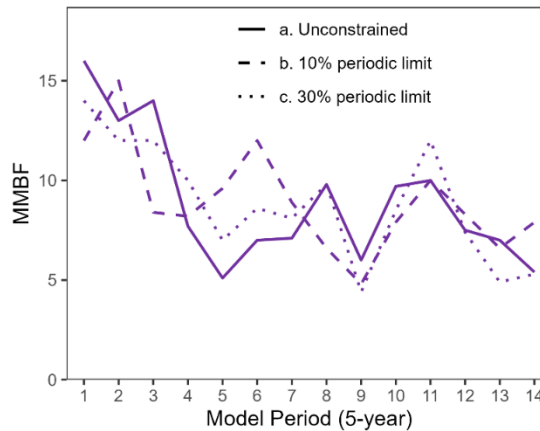
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV



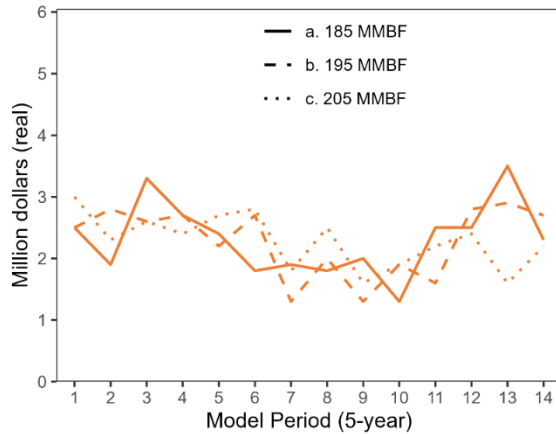
Average annual volume (MMBF) on BOFL by model period (5-year)

Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	5	4.1	5.6	7.6	6.9	5.2	6.7	13	9.8	14	12	6.6	5.8	5.6
1b	6.4	6.3	8	8.1	7.9	7.9	9.5	8.4	7	11	11	5.9	8.9	4
1c	6.6	7.2	8.2	9.2	8.4	5.3	8.2	8.2	10	8.5	9.3	6.8	6.9	4.4
2a	6.2	4.7	8	2.3	6.8	3.5	2.2	4.1	3.7	0.58	1.7	4.1	3.4	1.5
2b	6.1	1.3	3.2	2.2	5.9	3.1	2.6	3.6	1.2	3.7	2.7	3.6	1.3	1.7
3a	4.5	5.4	4.1	5.2	7.3	6.5	9.9	17	12	9.9	15	7.4	6.7	8.8
3b	4.9	3.8	4.3	6.7	5.7	6.1	15	13	15	12	14	7	5.4	6.9
4a	16	13	14	7.7	5.1	7	7.1	9.8	6	9.7	10	7.5	7	5.4
4b	12	15	8.4	8.2	9.6	12	8.9	6.6	4.8	7.9	10	8.3	6.6	7.9
4c	14	12	12	10	7	8.6	8.1	9.8	4.4	8.5	12	7.4	4.9	5.3

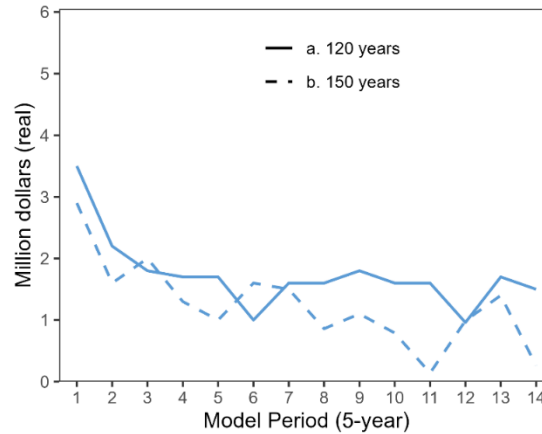
Linn County

Linn County: Average Annual Net Revenue Distributed over 70 Years

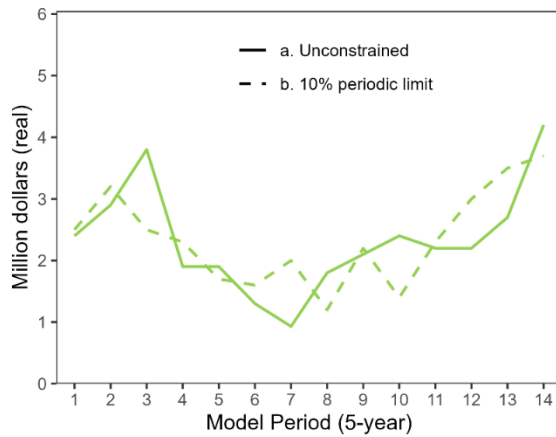
Scenario 1: 30-year BOFL target



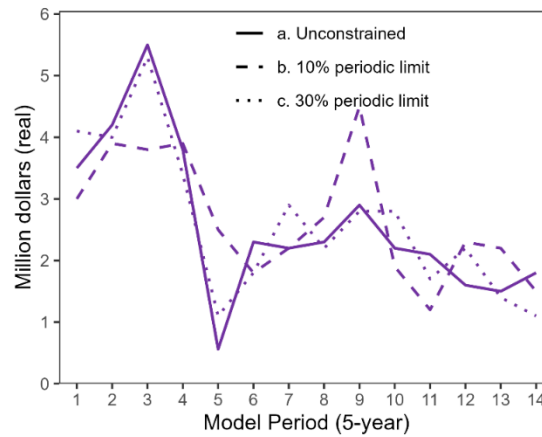
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV

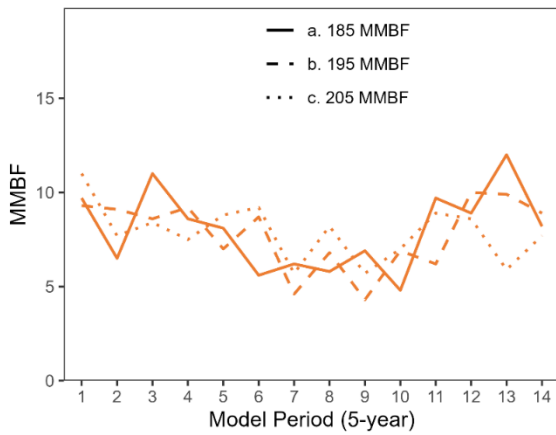


Average annual net revenue to county (real million \$) by model period (5-year)

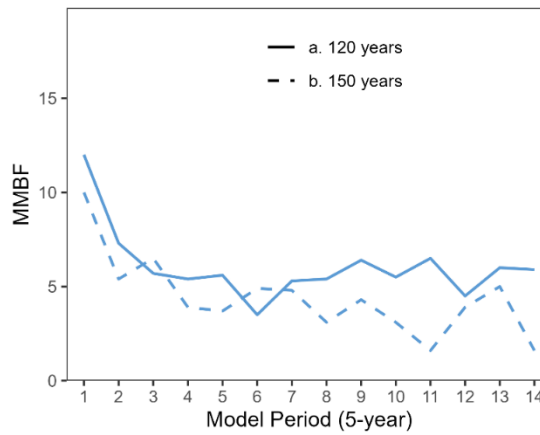
Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	2.5	1.9	3.3	2.7	2.4	1.8	1.9	1.8	2	1.3	2.5	2.5	3.5	2.3
1b	2.5	2.8	2.6	2.7	2.2	2.7	1.3	2	1.3	1.9	1.6	2.8	2.9	2.7
1c	3	2.3	2.6	2.4	2.7	2.8	1.8	2.5	1.6	1.9	2.2	2.4	1.6	2.2
2a	3.5	2.2	1.8	1.7	1.7	1	1.6	1.6	1.8	1.6	1.6	0.96	1.7	1.5
2b	2.9	1.6	2	1.3	1	1.6	1.5	0.86	1.1	0.79	0.14	0.99	1.4	0.26
3a	2.4	2.9	3.8	1.9	1.9	1.3	0.93	1.8	2.1	2.4	2.2	2.2	2.7	4.2
3b	2.5	3.2	2.5	2.3	1.7	1.6	2	1.2	2.2	1.4	2.3	3	3.5	3.7
4a	3.5	4.2	5.5	3.8	0.56	2.3	2.2	2.3	2.9	2.2	2.1	1.6	1.5	1.8
4b	3	3.9	3.8	3.9	2.5	1.8	2.2	2.7	4.5	1.9	1.2	2.3	2.2	1.5
4c	4.1	4	5.3	3.4	1.1	1.8	2.9	2.2	2.8	2.8	1.7	2.2	1.4	1.1

Linn County: BOFL Average Annual Volume over 70 Years

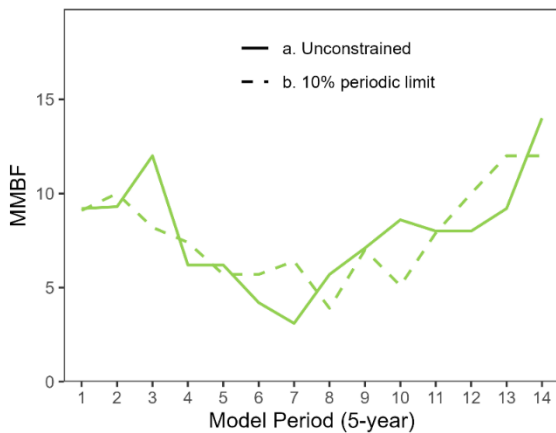
Scenario 1: 30-year BOFL target



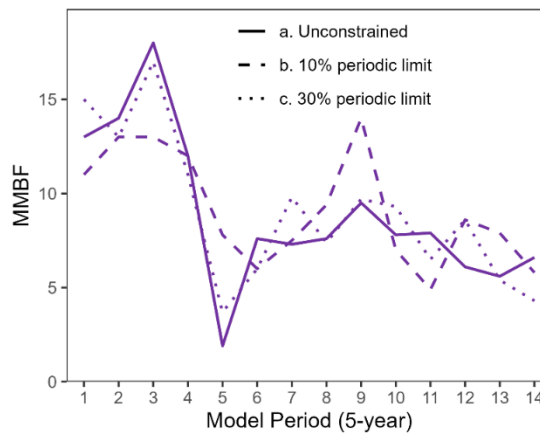
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV



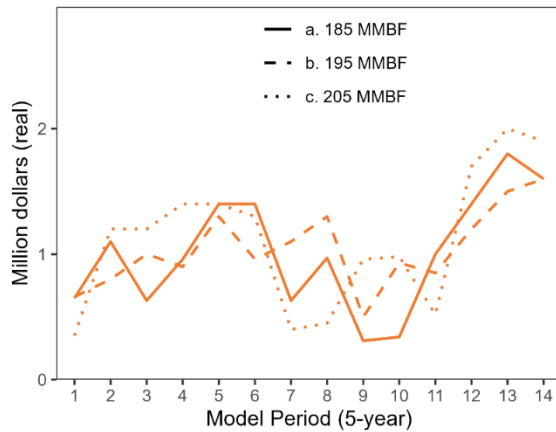
Average annual volume (MMBF) on BOFL by model period (5-year)

Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	9.7	6.5	11	8.6	8.1	5.6	6.2	5.8	6.9	4.8	9.7	8.9	12	8.2
1b	9.3	9.1	8.6	9.2	7	8.7	4.6	6.8	4.3	6.9	6.2	10	9.9	8.9
1c	11	7.7	8.4	7.5	8.8	9.2	5.7	8.2	5.7	7	8.9	8.6	5.9	7.7
2a	12	7.3	5.7	5.4	5.6	3.5	5.3	5.4	6.4	5.5	6.5	4.5	6	5.9
2b	10	5.4	6.5	3.9	3.7	4.9	4.8	3.1	4.3	3.1	1.6	3.9	5	1.6
3a	9.2	9.3	12	6.2	6.2	4.2	3.1	5.7	7.1	8.6	8	8	9.2	14
3b	9.1	10	8.2	7.4	5.7	5.7	6.4	3.9	7	5.1	7.9	10	12	12
4a	13	14	18	12	1.9	7.6	7.3	7.6	9.5	7.8	7.9	6.1	5.6	6.6
4b	11	13	13	12	7.8	6	7.5	9.4	14	7	4.9	8.6	7.9	5.8
4c	15	13	17	11	3.7	6	9.8	7.4	9.7	9.3	6.5	8.6	5.4	4.3

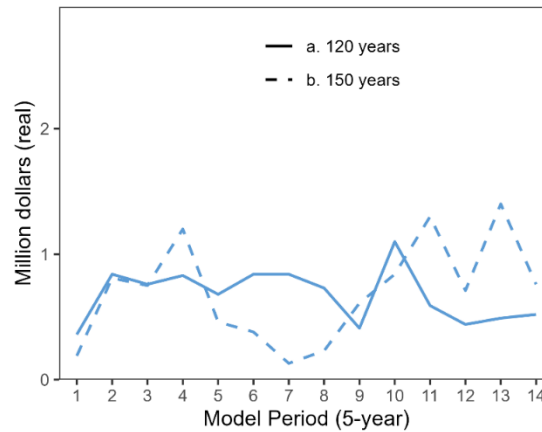
Marion County

Marion County: Average Annual Net Revenue Distributed over 70 Years

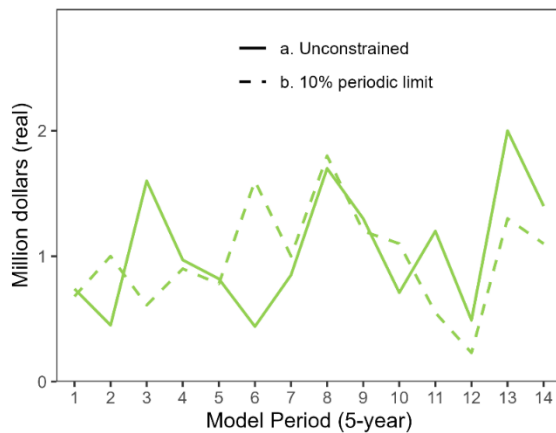
Scenario 1: 30-year BOFL target



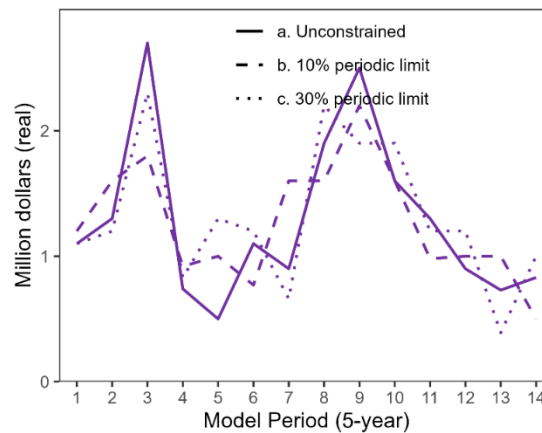
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV

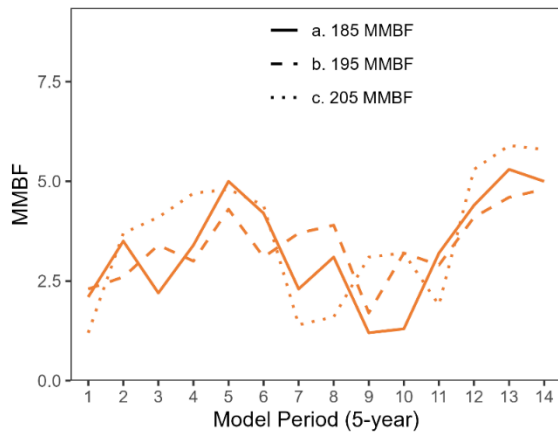


Average annual net revenue to county (real million \$) by model period (5-year)

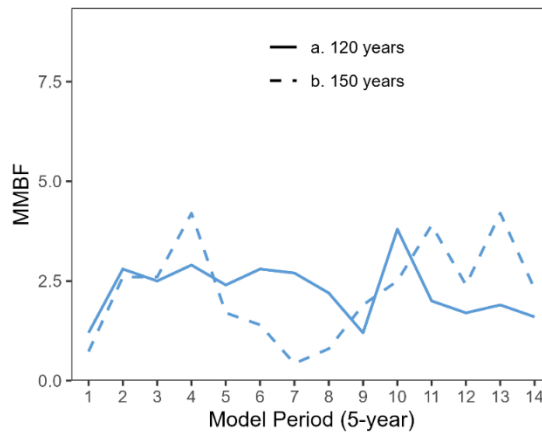
Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	0.65	1.1	0.63	0.96	1.4	1.4	0.63	0.97	0.31	0.34	1	1.4	1.8	1.6
1b	0.66	0.8	1	0.9	1.3	0.96	1.1	1.3	0.5	0.93	0.85	1.2	1.5	1.6
1c	0.35	1.2	1.2	1.4	1.4	1.3	0.4	0.45	0.96	0.98	0.52	1.7	2	1.9
2a	0.36	0.84	0.76	0.83	0.68	0.84	0.84	0.73	0.41	1.1	0.59	0.44	0.49	0.52
2b	0.19	0.81	0.75	1.2	0.46	0.38	0.13	0.23	0.61	0.84	1.3	0.71	1.4	0.76
3a	0.74	0.45	1.6	0.97	0.82	0.44	0.85	1.7	1.3	0.71	1.2	0.49	2	1.4
3b	0.68	1	0.61	0.9	0.78	1.6	1	1.8	1.2	1.1	0.55	0.23	1.3	1.1
4a	1.1	1.3	2.7	0.74	0.5	1.1	0.9	1.9	2.5	1.6	1.3	0.9	0.73	0.83
4b	1.2	1.6	1.8	0.92	1	0.77	1.6	1.6	2.2	1.6	0.98	1	1	0.5
4c	1.1	1.2	2.3	0.83	1.3	1.2	0.66	2.2	1.9	1.9	1.2	1.2	0.39	1

Marion County: BOFL Average Annual Volume over 70 Years

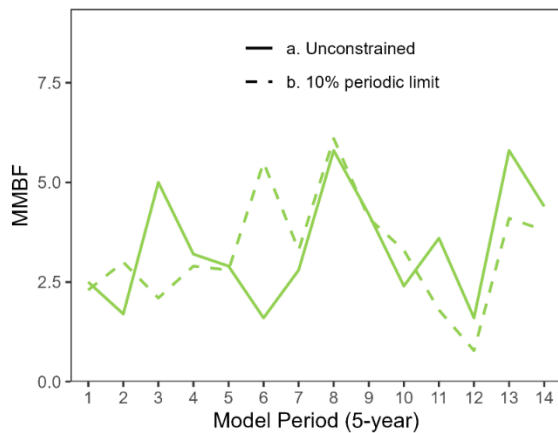
Scenario 1: 30-year BOFL target



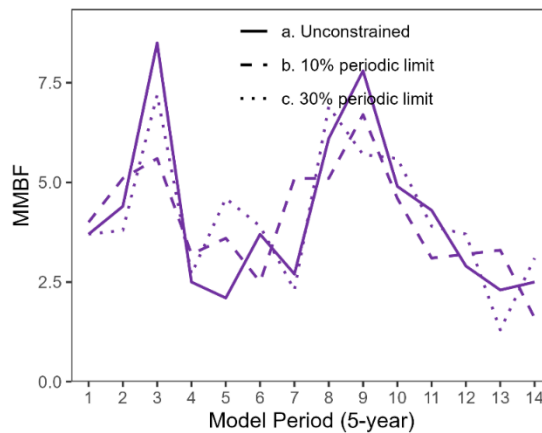
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV



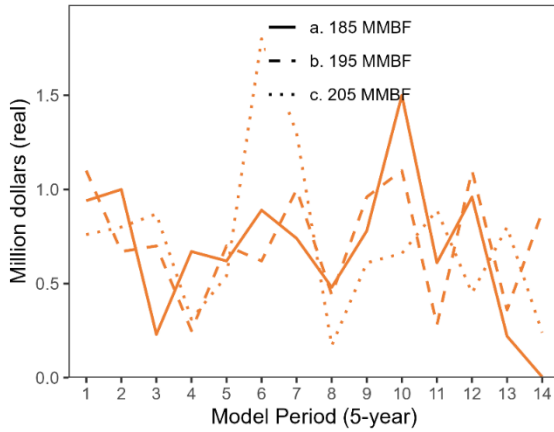
Average annual volume (MMBF) on BOFL by model period (5-year)

Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	2.1	3.5	2.2	3.4	5	4.2	2.3	3.1	1.2	1.3	3.2	4.4	5.3	5
1b	2.3	2.6	3.4	3	4.3	3.1	3.7	3.9	1.7	3.2	2.9	4.1	4.6	4.8
1c	1.2	3.7	4.1	4.7	4.8	4.4	1.4	1.6	3.1	3.2	1.9	5.3	5.9	5.8
2a	1.2	2.8	2.5	2.9	2.4	2.8	2.7	2.2	1.2	3.8	2	1.7	1.9	1.6
2b	0.73	2.6	2.6	4.2	1.7	1.4	0.43	0.8	1.9	2.5	3.9	2.4	4.2	2.3
3a	2.5	1.7	5	3.2	2.9	1.6	2.8	5.8	4.2	2.4	3.6	1.6	5.8	4.4
3b	2.3	3	2.1	2.9	2.8	5.5	3.3	6.1	4.1	3.3	1.8	0.78	4.1	3.8
4a	3.7	4.4	8.5	2.5	2.1	3.7	2.7	6.1	7.8	4.9	4.3	2.9	2.3	2.5
4b	4	5.1	5.6	3.2	3.6	2.5	5.1	5.1	6.7	4.6	3.1	3.2	3.3	1.6
4c	3.7	3.8	7.2	2.7	4.6	3.9	2.3	6.9	5.7	5.6	3.9	3.7	1.3	3.1

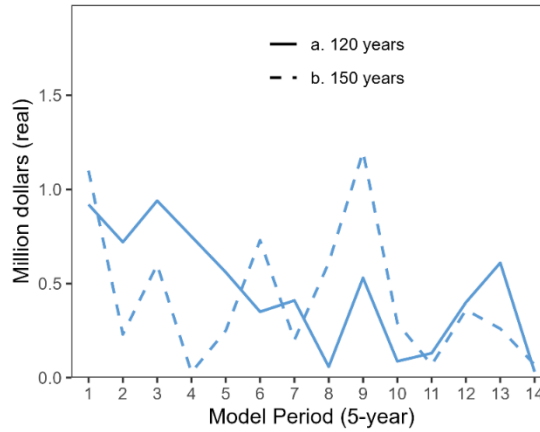
Polk County

Polk County: Average Annual Net Revenue Distributed over 70 Years

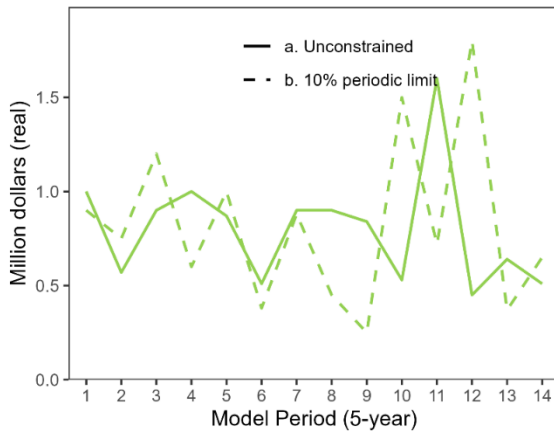
Scenario 1: 30-year BOFL target



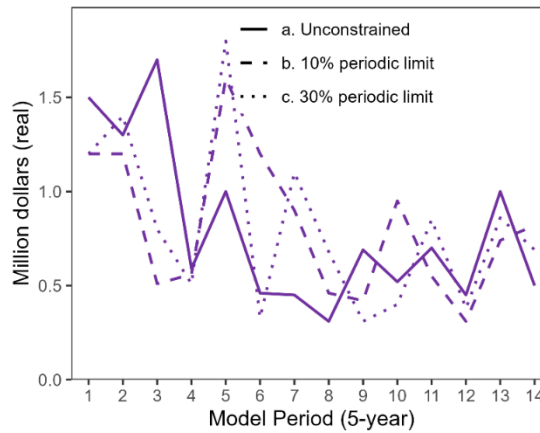
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV

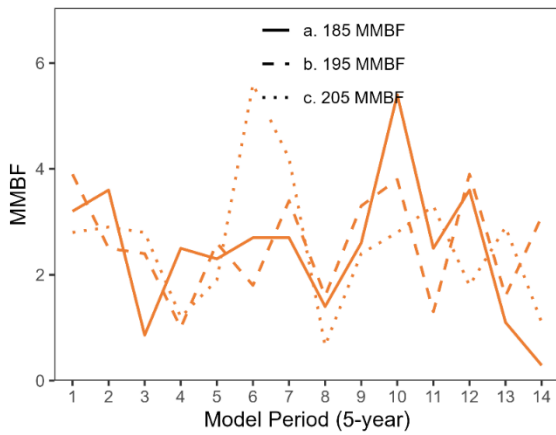


Average annual net revenue to county (real million \$) by model period (5-year)

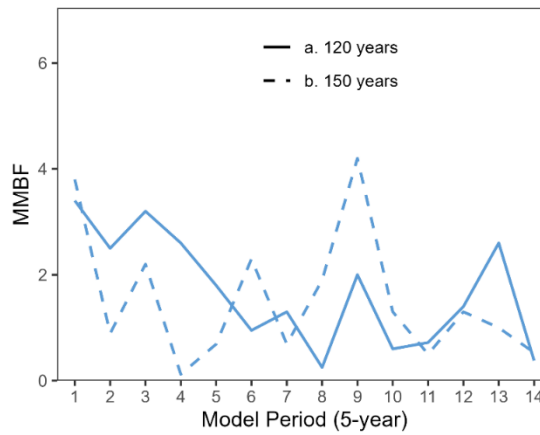
Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	0.94	1	0.23	0.67	0.62	0.89	0.74	0.48	0.78	1.5	0.61	0.96	0.22	0.0043
1b	1.1	0.67	0.7	0.25	0.7	0.62	1	0.44	0.96	1.1	0.28	1.1	0.36	0.88
1c	0.76	0.8	0.87	0.31	0.54	1.8	1.3	0.17	0.61	0.66	0.89	0.45	0.8	0.24
2a	0.92	0.72	0.94	0.75	0.56	0.35	0.41	0.058	0.53	0.087	0.13	0.4	0.61	0.031
2b	1.1	0.23	0.6	0.028	0.25	0.73	0.2	0.61	1.2	0.29	0.068	0.36	0.26	0.069
3a	1	0.57	0.9	1	0.87	0.51	0.9	0.9	0.84	0.53	1.6	0.45	0.64	0.51
3b	0.9	0.75	1.2	0.6	1	0.38	0.88	0.45	0.25	1.5	0.72	1.8	0.37	0.65
4a	1.5	1.3	1.7	0.59	1	0.46	0.45	0.31	0.69	0.52	0.7	0.45	1	0.5
4b	1.2	1.2	0.51	0.56	1.6	1.2	0.9	0.46	0.42	0.95	0.55	0.31	0.74	0.82
4c	1.2	1.4	0.8	0.51	1.8	0.33	1.1	0.68	0.31	0.4	0.85	0.38	0.86	0.69

Polk County: BOFL Average Annual Volume over 70 Years

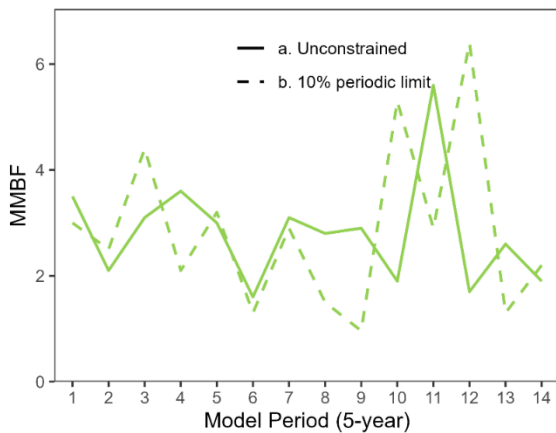
Scenario 1: 30-year BOFL target



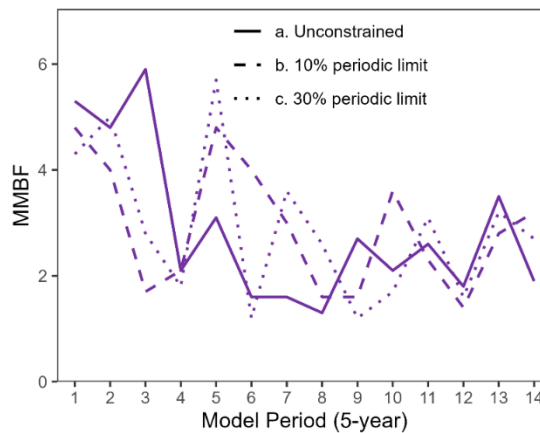
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV



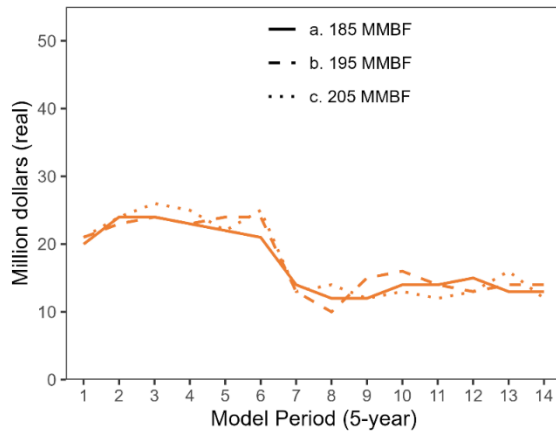
Average annual volume (MMBF) on BOFL by model period (5-year)

Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	3.2	3.6	0.86	2.5	2.3	2.7	2.7	1.4	2.6	5.4	2.5	3.6	1.1	0.29
1b	3.9	2.5	2.4	1	2.6	1.8	3.4	1.6	3.3	3.8	1.3	3.9	1.6	3.1
1c	2.8	2.9	2.8	1.2	1.9	5.6	4.2	0.66	2.4	2.8	3.3	1.8	2.9	1.1
2a	3.4	2.5	3.2	2.6	1.8	0.95	1.3	0.25	2	0.6	0.72	1.4	2.6	0.38
2b	3.8	0.89	2.2	0.12	0.69	2.3	0.69	1.9	4.2	1.3	0.5	1.3	1	0.53
3a	3.5	2.1	3.1	3.6	3	1.6	3.1	2.8	2.9	1.9	5.6	1.7	2.6	1.9
3b	3	2.5	4.4	2.1	3.2	1.3	2.9	1.5	0.96	5.3	2.9	6.4	1.3	2.2
4a	5.3	4.8	5.9	2.1	3.1	1.6	1.6	1.3	2.7	2.1	2.6	1.8	3.5	1.9
4b	4.8	4	1.7	2.1	4.8	4	3	1.6	1.6	3.6	2.3	1.4	2.8	3.2
4c	4.3	5	2.8	1.8	5.7	1.2	3.6	2.6	1.2	1.7	3.1	1.6	3.2	2.7

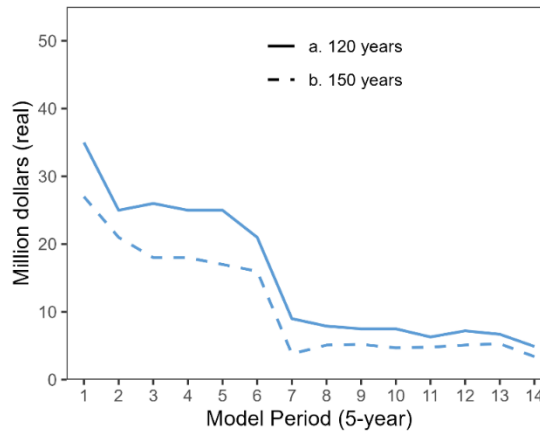
Tillamook County

Tillamook County: Average Annual Net Revenue Distributed over 70 Years

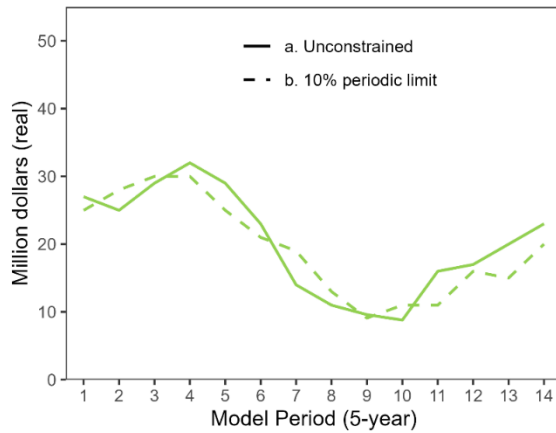
Scenario 1: 30-year BOFL target



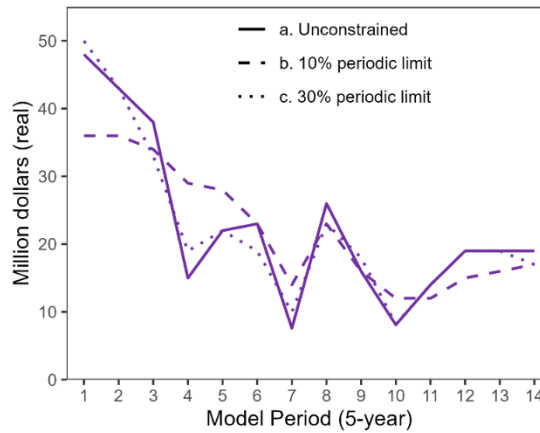
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV

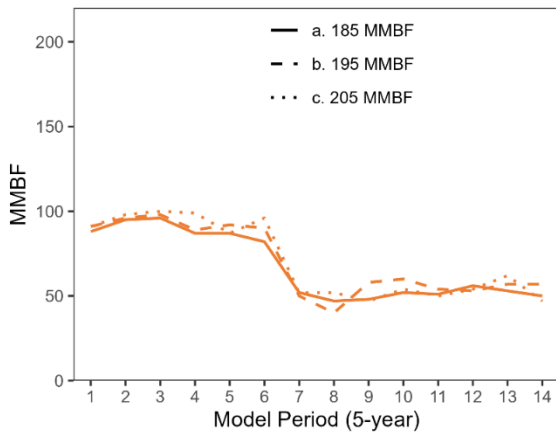


Average annual net revenue to county (real million \$) by model period (5-year)

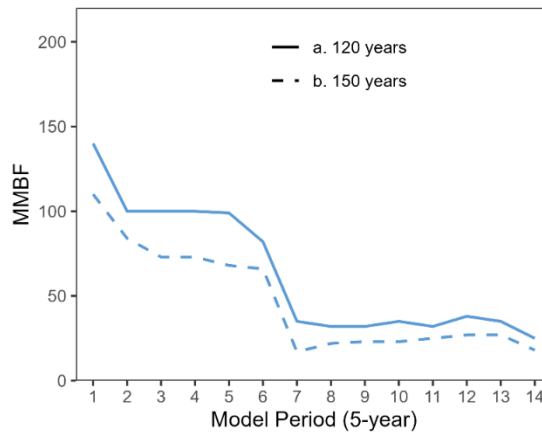
Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	20	24	24	23	22	21	14	12	12	14	14	15	13	13
1b	21	23	24	23	24	24	13	10	15	16	14	13	14	14
1c	21	24	26	25	22	25	13	14	12	13	12	13	16	12
2a	35	25	26	25	25	21	9	7.9	7.5	7.5	6.3	7.2	6.7	4.9
2b	27	21	18	18	17	16	3.8	5.1	5.2	4.7	4.8	5.1	5.3	3.4
3a	27	25	29	32	29	23	14	11	9.6	8.8	16	17	20	23
3b	25	28	30	30	25	21	19	13	9.1	11	11	16	15	20
4a	48	43	38	15	22	23	7.6	26	16	8.1	14	19	19	19
4b	36	36	34	29	28	23	14	23	16	12	12	15	16	17
4c	50	43	33	19	22	19	10	23	18	8.2	14	19	19	17

Tillamook County: BOFL Average Annual Volume over 70 Years

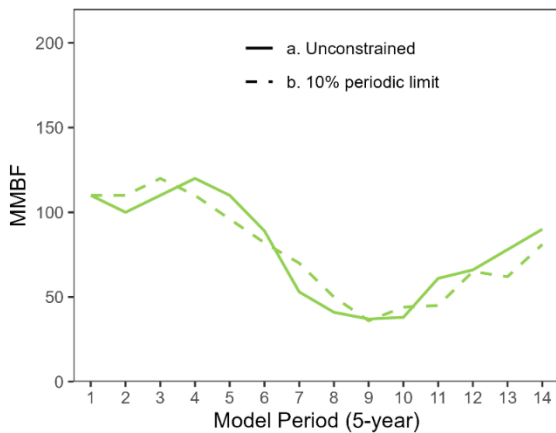
Scenario 1: 30-year BOFL target



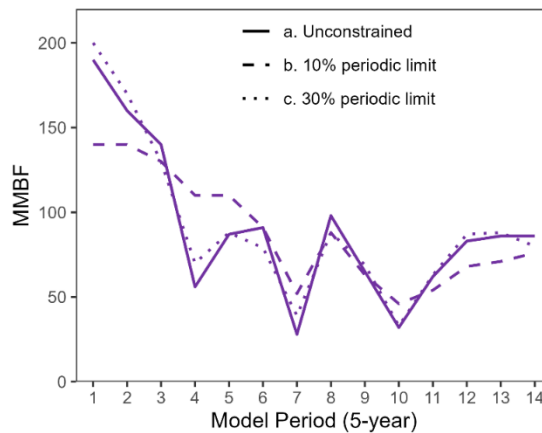
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV



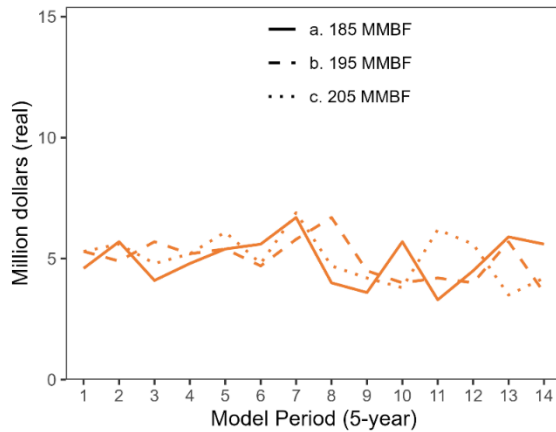
Average annual volume (MMBF) on BOFL by model period (5-year)

Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	88	95	96	87	87	82	52	47	48	52	51	56	53	50
1b	91	96	98	89	92	90	50	40	58	60	54	53	57	57
1c	91	98	100	99	87	96	52	52	47	54	50	54	62	47
2a	140	100	100	100	99	82	35	32	32	35	32	38	35	25
2b	110	84	73	73	68	66	17	22	23	23	25	27	27	18
3a	110	100	110	120	110	89	53	41	37	38	61	66	78	90
3b	110	110	120	110	96	82	70	50	36	44	45	65	62	81
4a	190	160	140	56	87	91	28	98	65	32	62	83	86	86
4b	140	140	130	110	110	91	52	88	63	46	54	68	71	76
4c	200	170	130	70	88	79	39	88	69	33	63	87	88	80

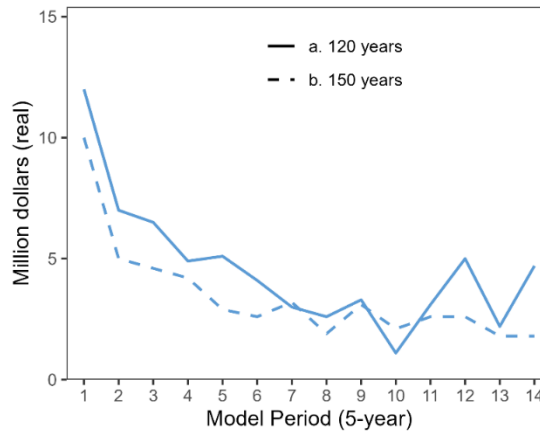
Washington County

Washington County: Average Annual Net Revenue Distributed over 70 Years

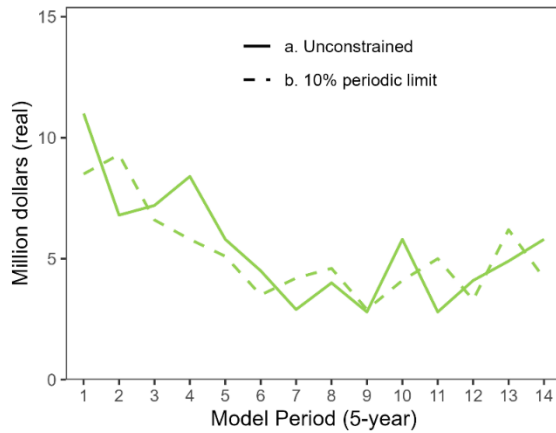
Scenario 1: 30-year BOFL target



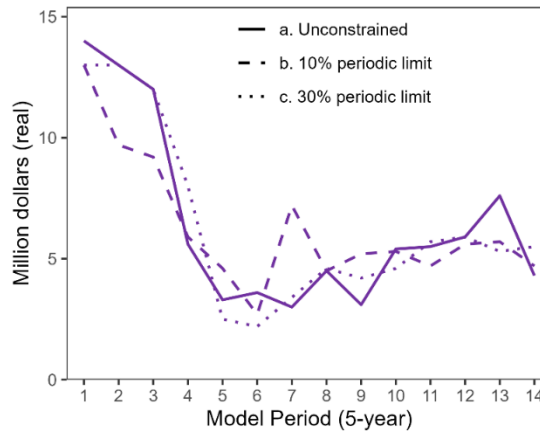
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV

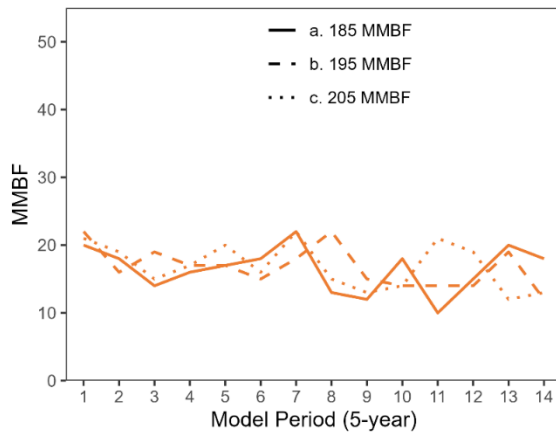


Average annual net revenue to county (real million \$) by model period (5-year)

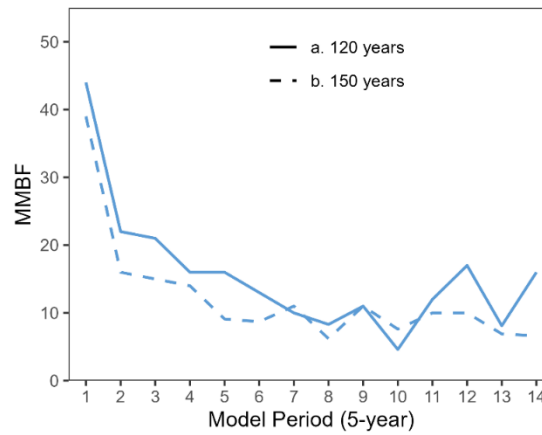
Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	4.6	5.7	4.1	4.8	5.4	5.6	6.7	4	3.6	5.7	3.3	4.5	5.9	5.6
1b	5.3	4.9	5.7	5.2	5.4	4.7	5.8	6.7	4.5	4	4.2	4	5.7	3.6
1c	5.3	5.6	4.8	5.2	6.1	4.8	6.9	4.7	4.2	3.8	6.2	5.6	3.5	4.2
2a	12	7	6.5	4.9	5.1	4.1	3	2.6	3.3	1.1	3.1	5	2.2	4.7
2b	10	5	4.6	4.2	2.9	2.6	3.2	1.9	3.1	2.1	2.6	2.6	1.8	1.8
3a	11	6.8	7.2	8.4	5.8	4.5	2.9	4	2.8	5.8	2.8	4.1	4.9	5.8
3b	8.5	9.3	6.6	5.8	5.1	3.5	4.2	4.6	2.9	4.1	5	3.3	6.2	4.2
4a	14	13	12	5.6	3.3	3.6	3	4.5	3.1	5.4	5.5	5.9	7.6	4.3
4b	13	9.7	9.2	5.9	4.6	2.7	7.2	4.5	5.2	5.3	4.7	5.6	5.7	4.7
4c	13	13	12	8	2.5	2.2	3.4	4.6	4.2	4.6	5.7	5.9	5.3	5.5

Washington County: BOFL Average Annual Volume over 70 Years

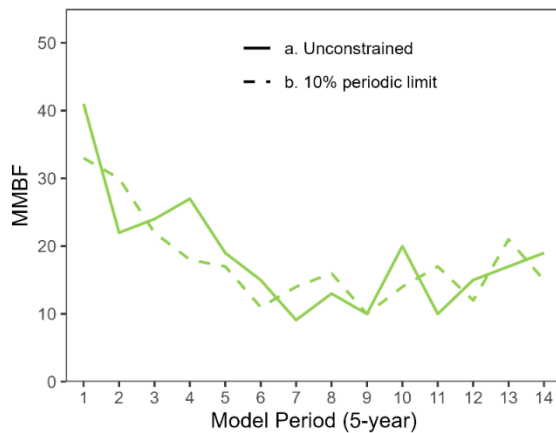
Scenario 1: 30-year BOFL target



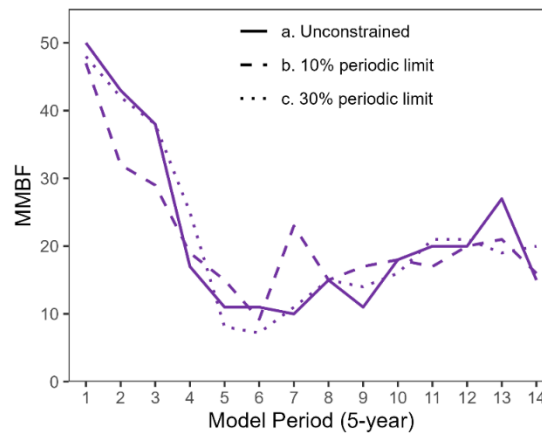
Scenario 2: Long rotations



Scenario 3: Maximize total volume



Scenario 4: Maximize NPV



Average annual volume (MMBF) on BOFL by model period (5-year)

Scenario	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1a	20	18	14	16	17	18	22	13	12	18	10	15	20	18
1b	22	16	19	17	17	15	18	22	15	14	14	14	19	12
1c	21	19	15	17	20	16	22	15	13	14	21	19	12	13
2a	44	22	21	16	16	13	10	8.3	11	4.6	12	17	8.1	16
2b	39	16	15	14	9.1	8.7	11	6.2	11	7.6	10	10	6.9	6.6
3a	41	22	24	27	19	15	9.1	13	10	20	10	15	17	19
3b	33	30	22	18	17	11	14	16	10	14	17	12	21	15
4a	50	43	38	17	11	11	10	15	11	18	20	20	27	15
4b	47	32	29	19	15	9.2	23	15	17	18	17	20	21	16
4c	48	42	38	25	8.1	7.2	11	15	14	16	21	21	19	20

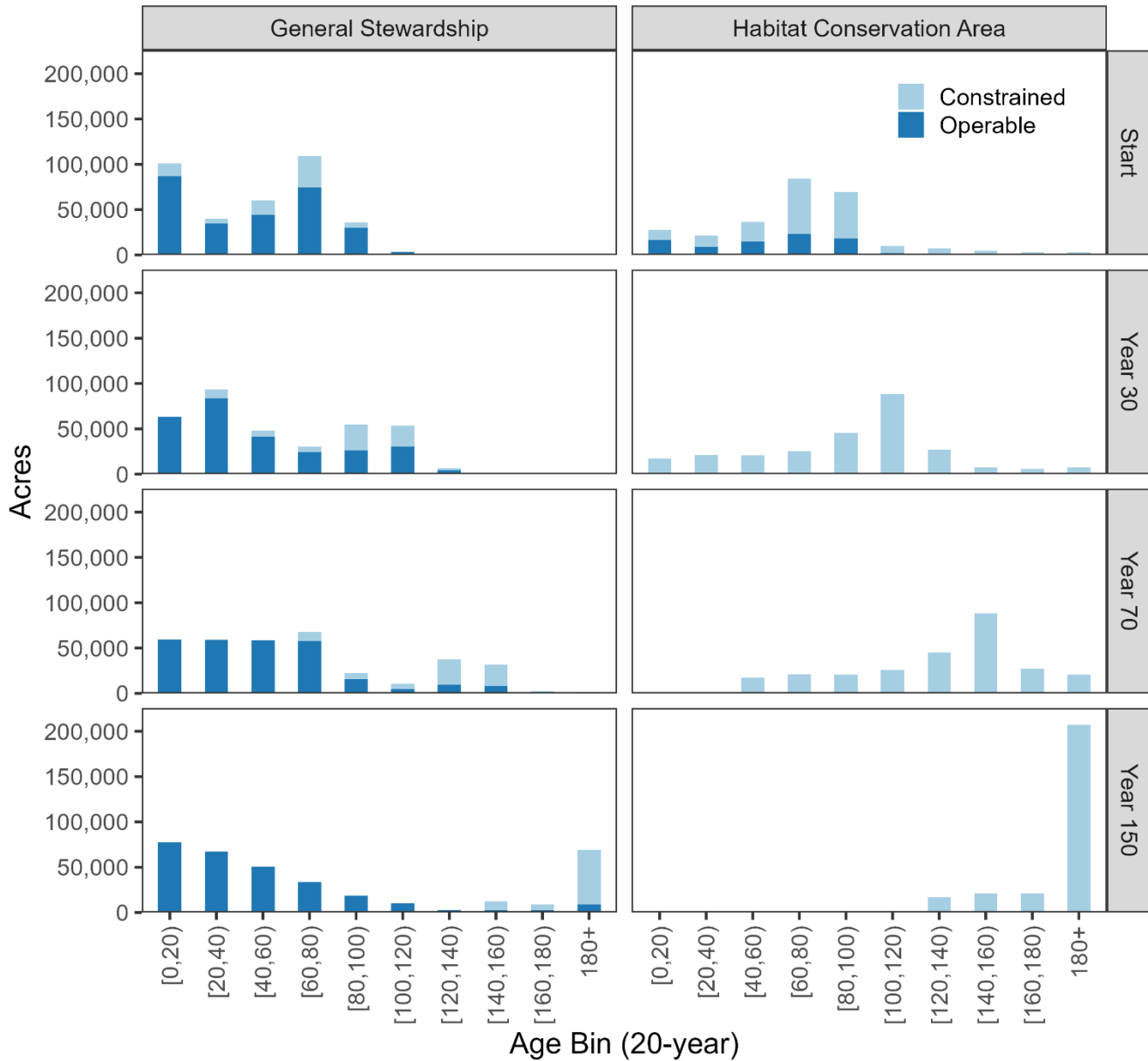
Appendix B

Forest stand age distribution through time for each scenario.

The figures in this section show the acreage of forest stands at different seral stages (defined by the age of the dominant trees) by their designation as General Stewardship areas or HCAs. The scenarios differ in their management approaches within the operable General Stewardship areas, while the constrained areas and HCAs receive the same treatment in all scenarios. While model runs only differ in the operable area in the General Stewardship column, these figures show the distribution of seral stages across the whole forest through the entire model timeframe.

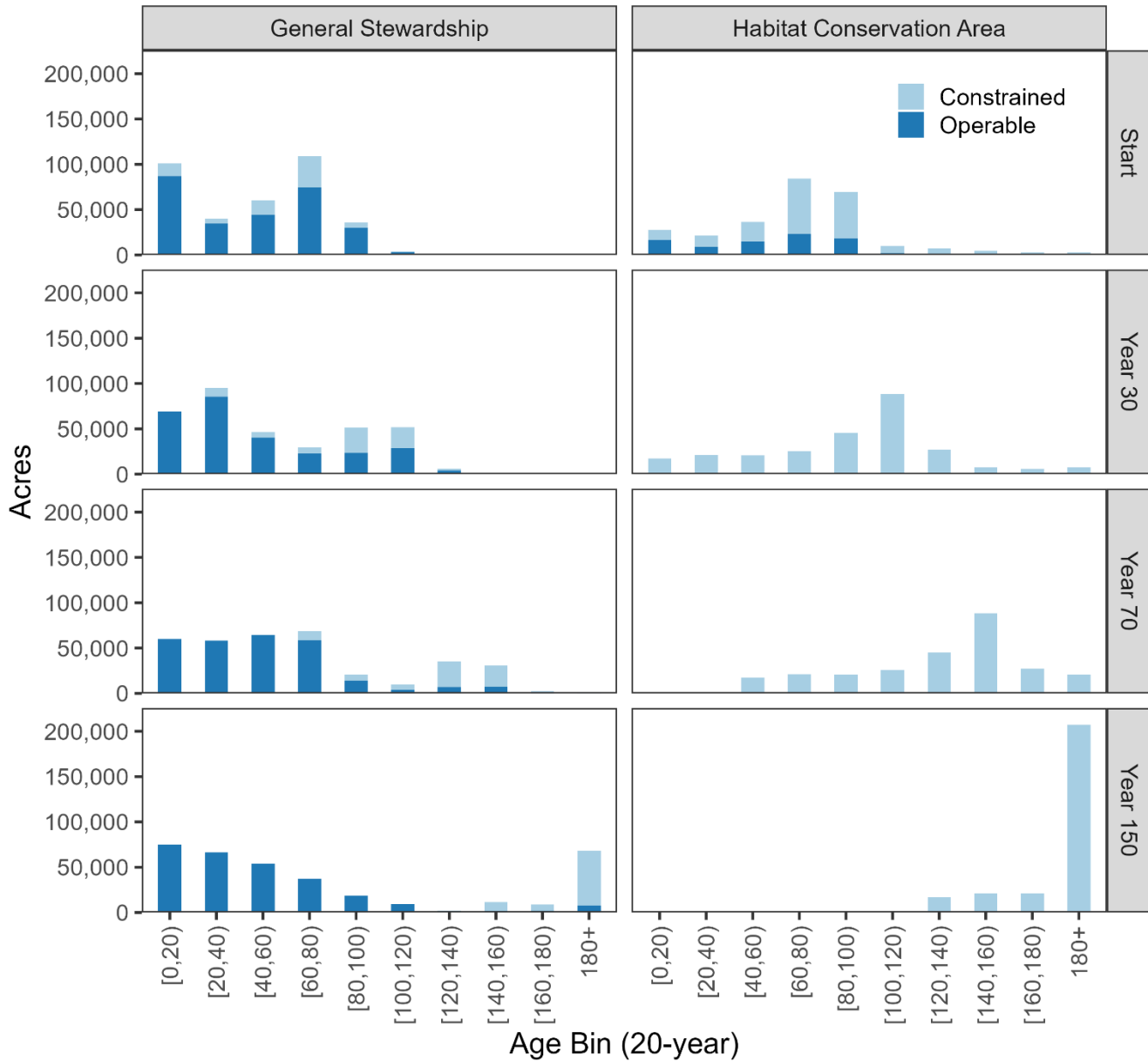
Stand age distribution

Scenario 1: 30-year BOFL target - Run a. 185 MMBF



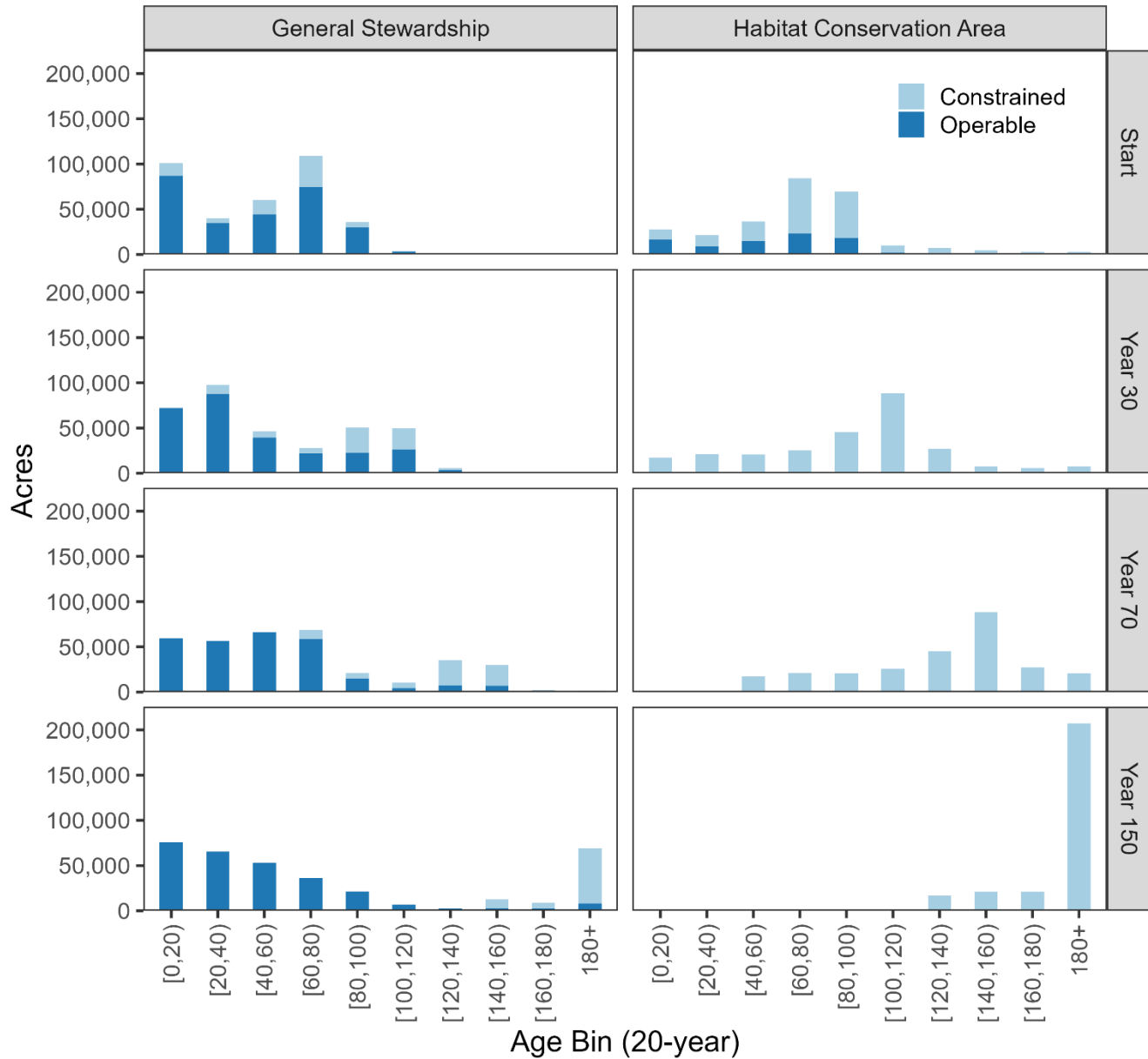
Stand age distribution

Scenario 1: 30-year BOFL target - Run b. 195 MMBF



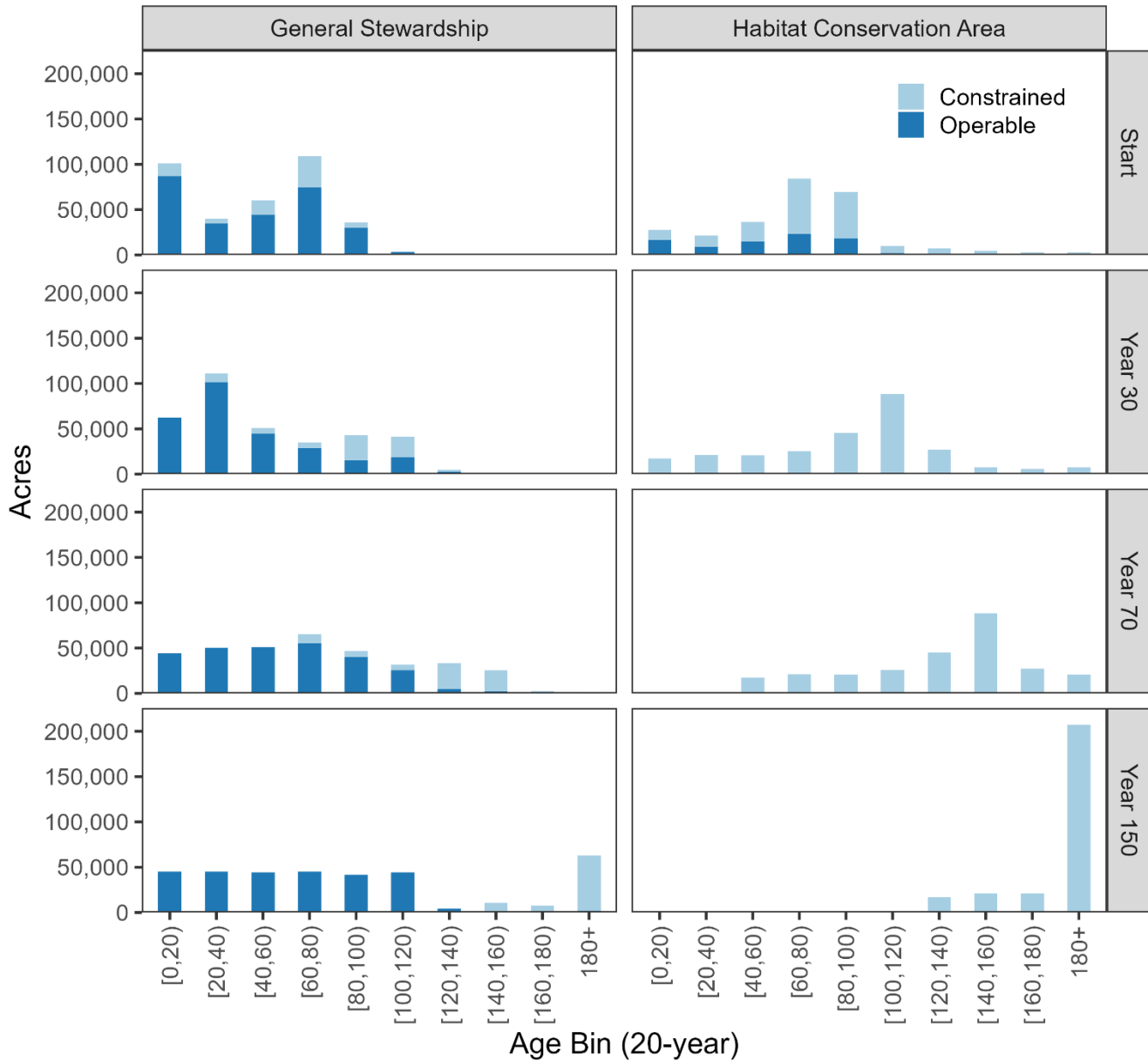
Stand age distribution

Scenario 1: 30-year BOFL target - Run c. 205 MMBF



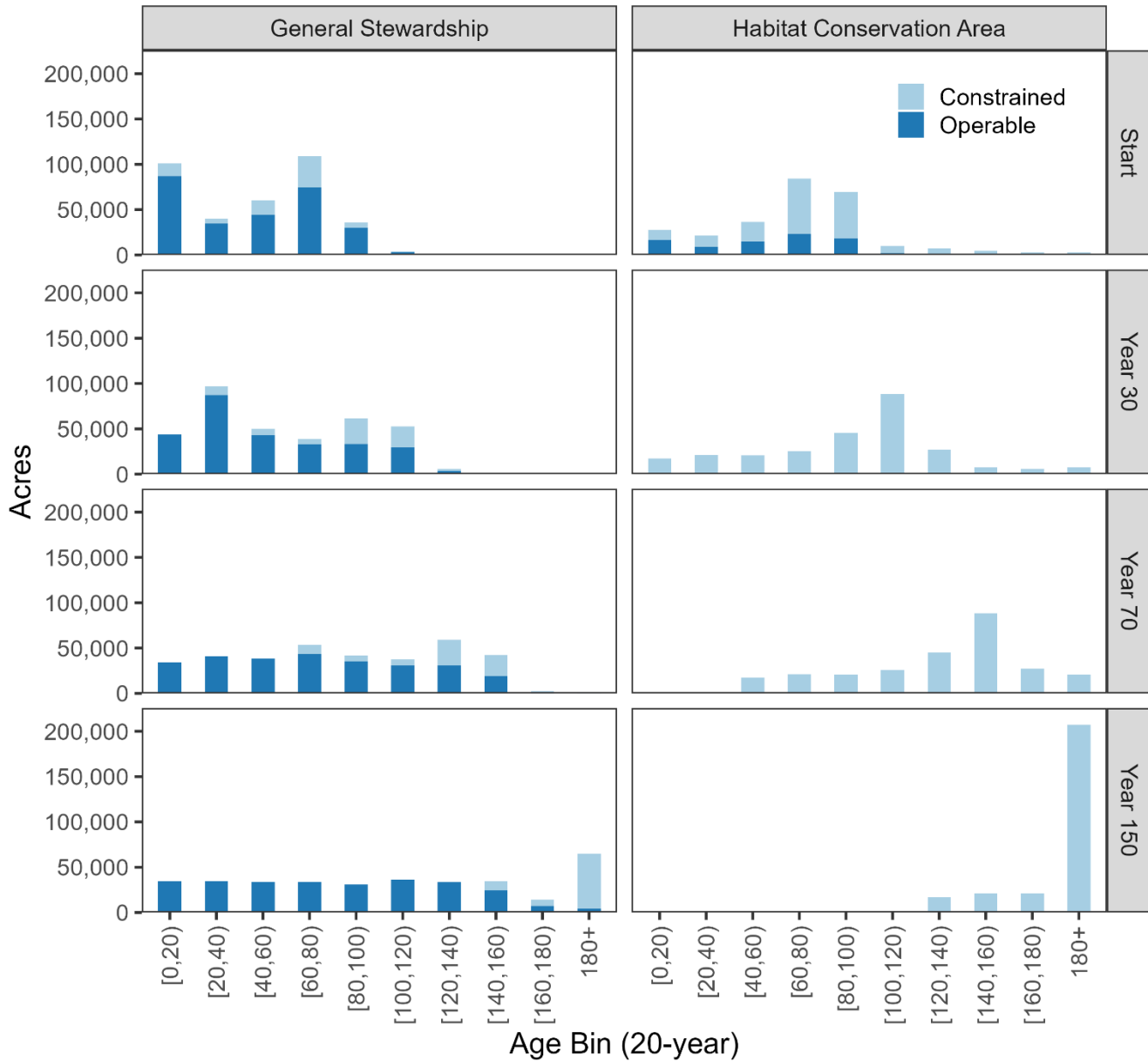
Stand age distribution

Scenario 2: Long rotations - Run a. 120 years



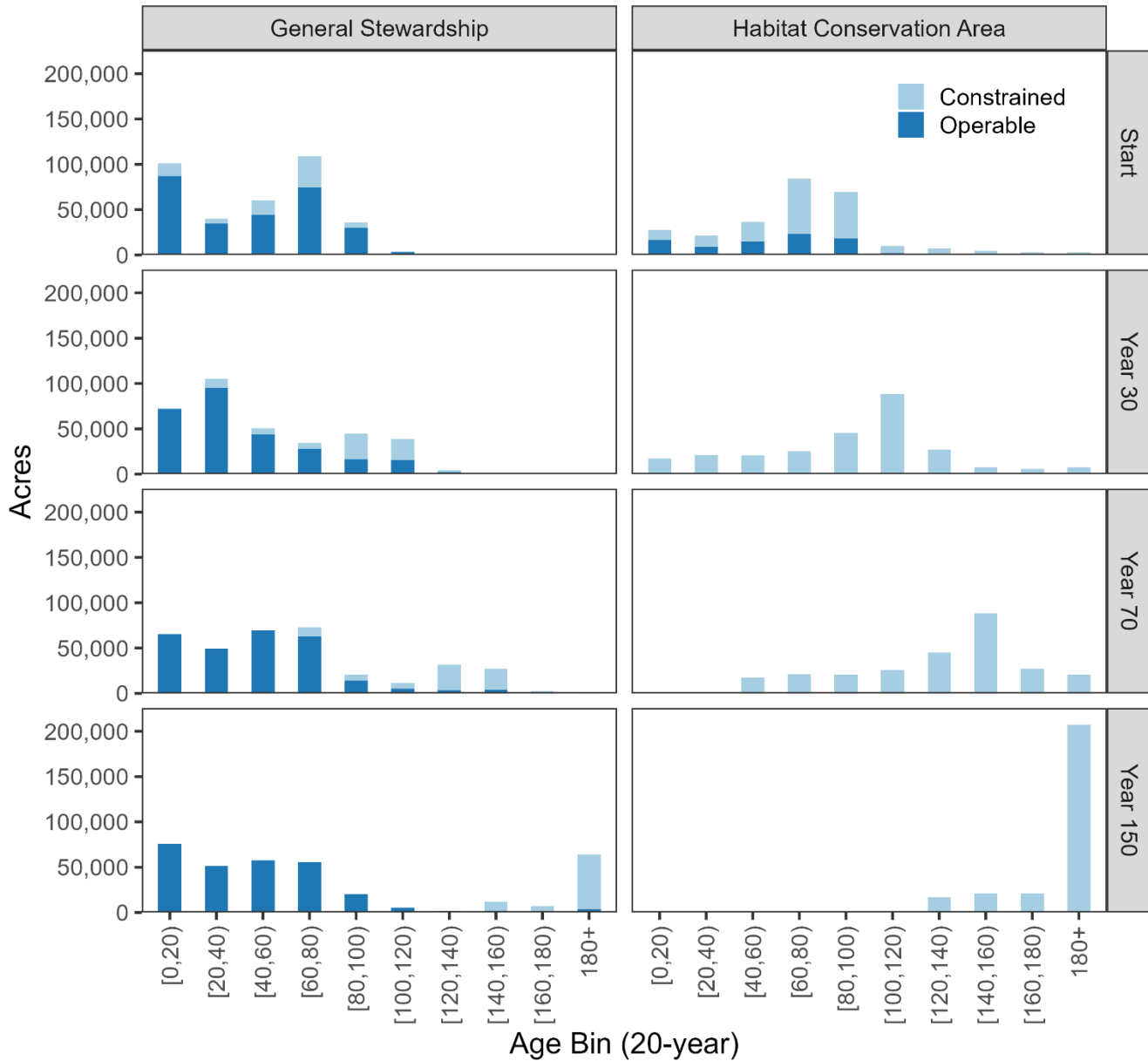
Stand age distribution

Scenario 2: Long rotations - Run b. 150 years



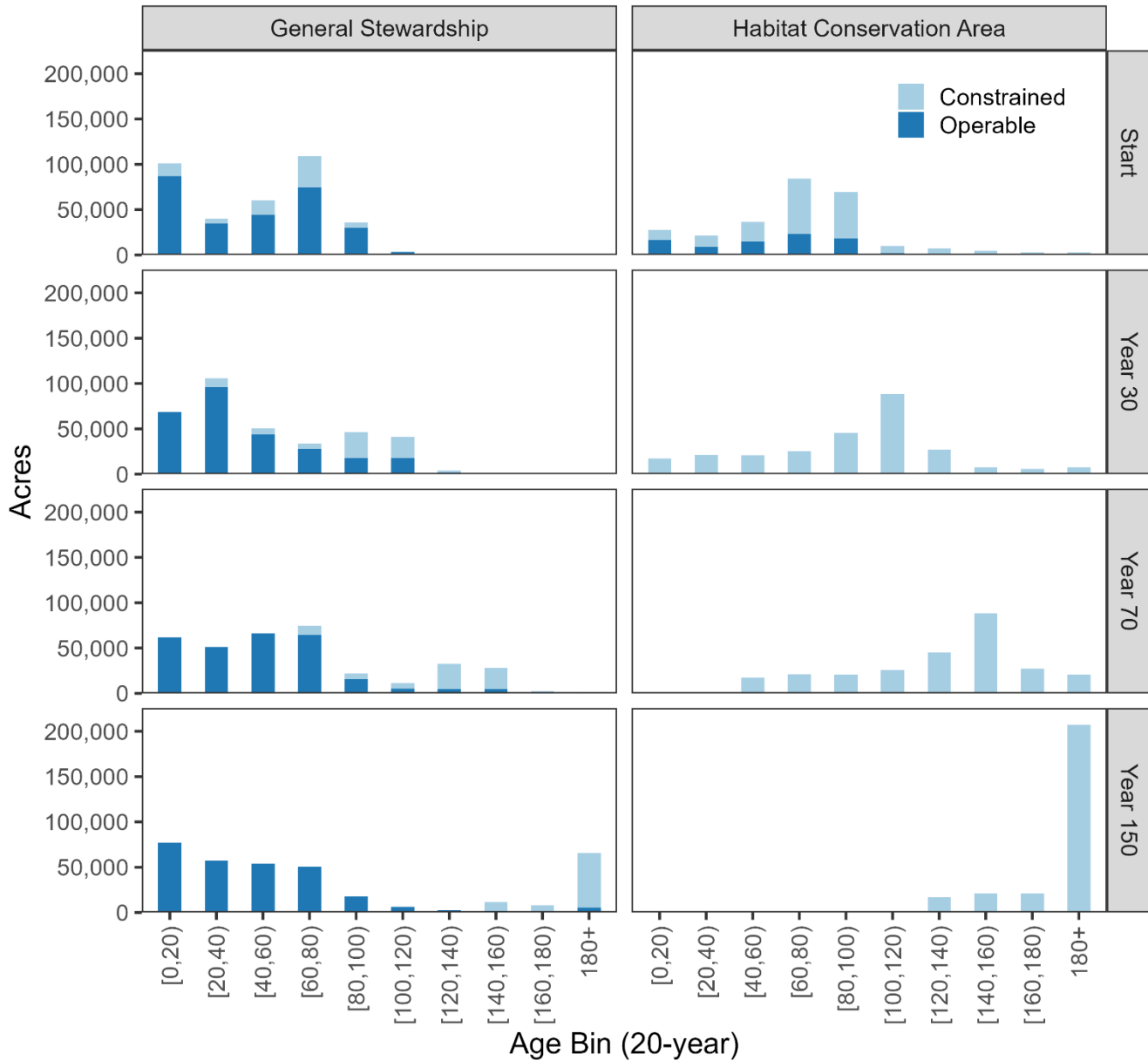
Stand age distribution

Scenario 3: Maximize total volume - Run a. Unconstrained



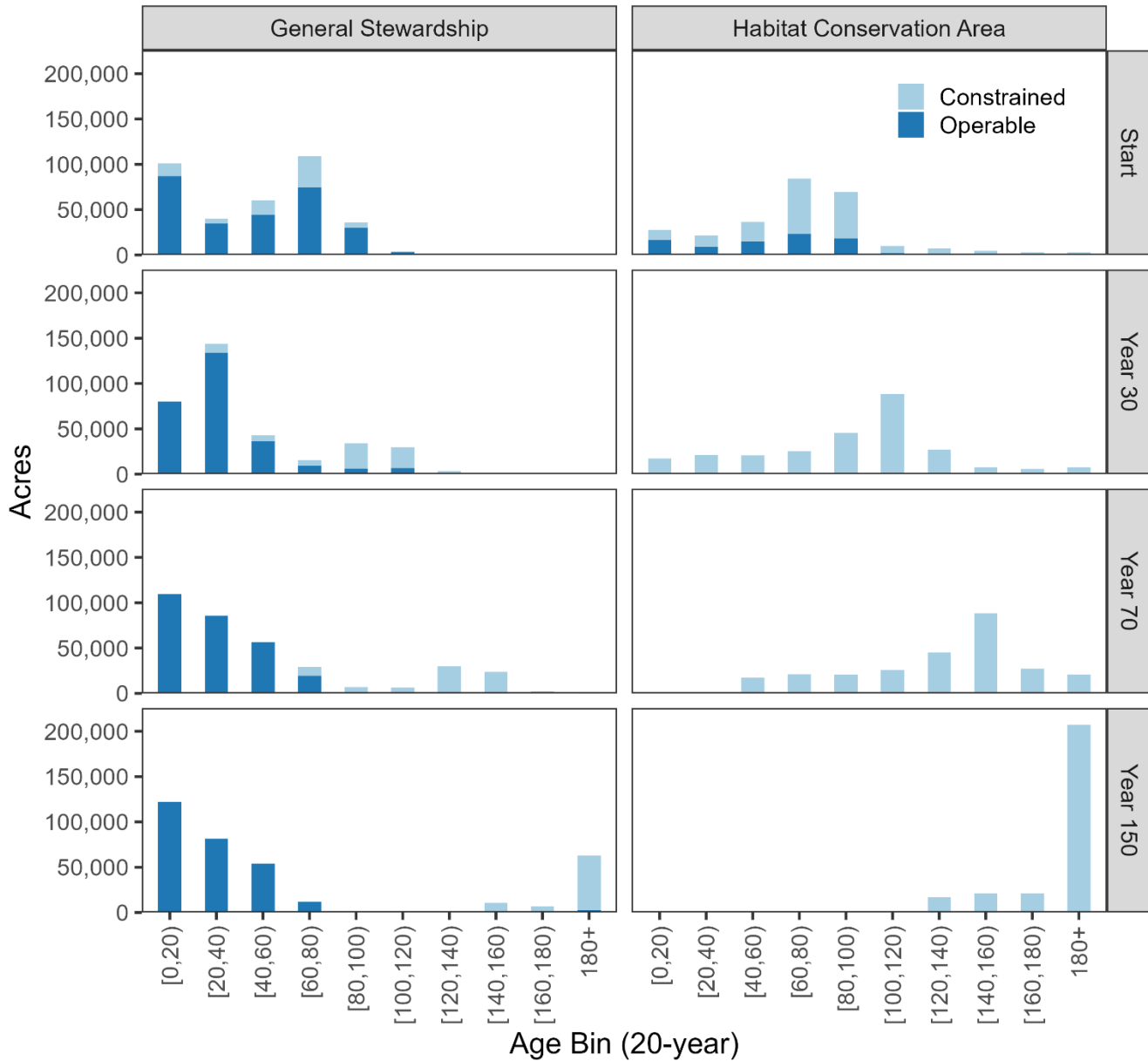
Stand age distribution

Scenario 3: Maximize total volume - Run b. 10% periodic limit



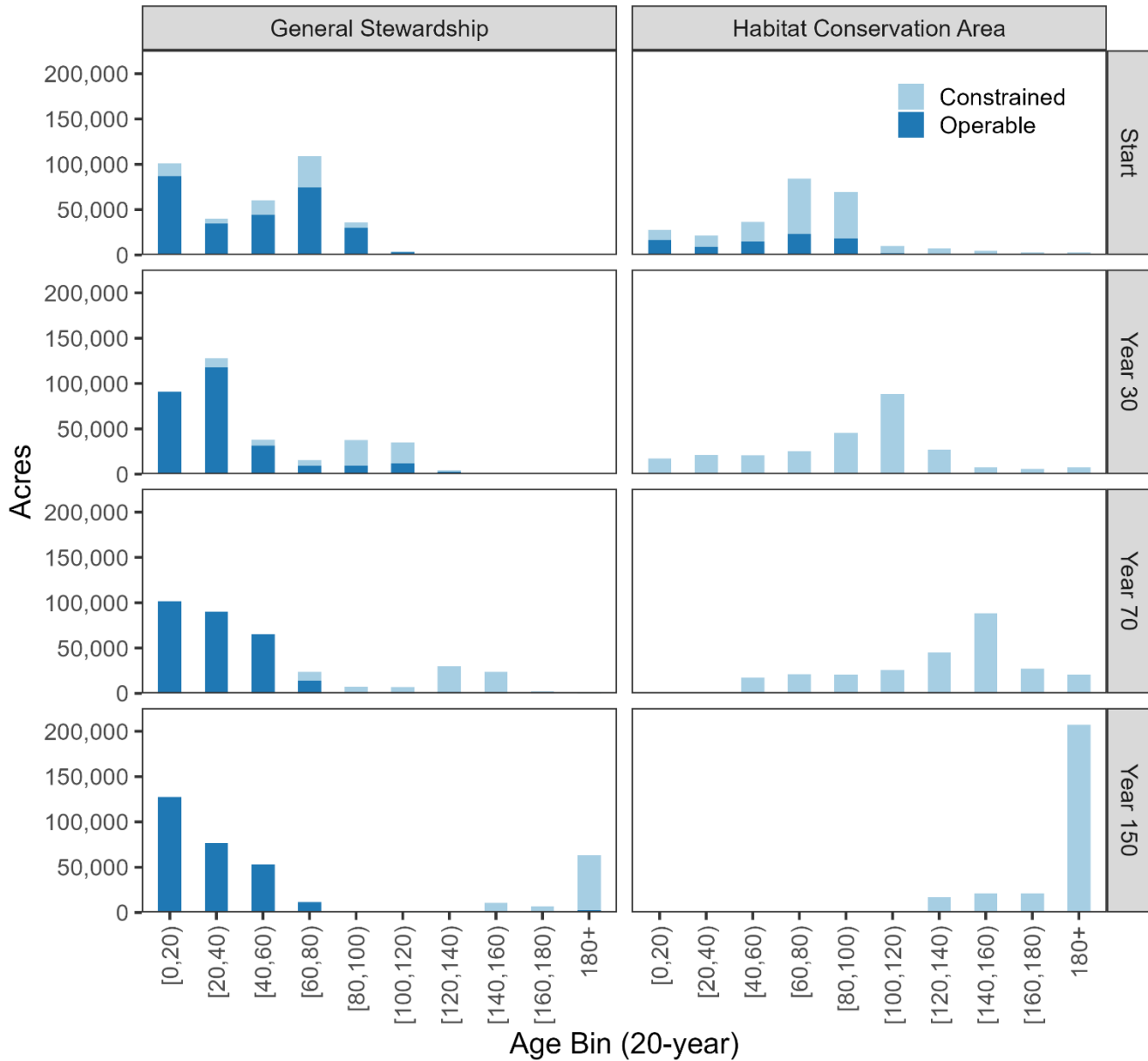
Stand age distribution

Scenario 4: Maximize NPV - Run a. Unconstrained



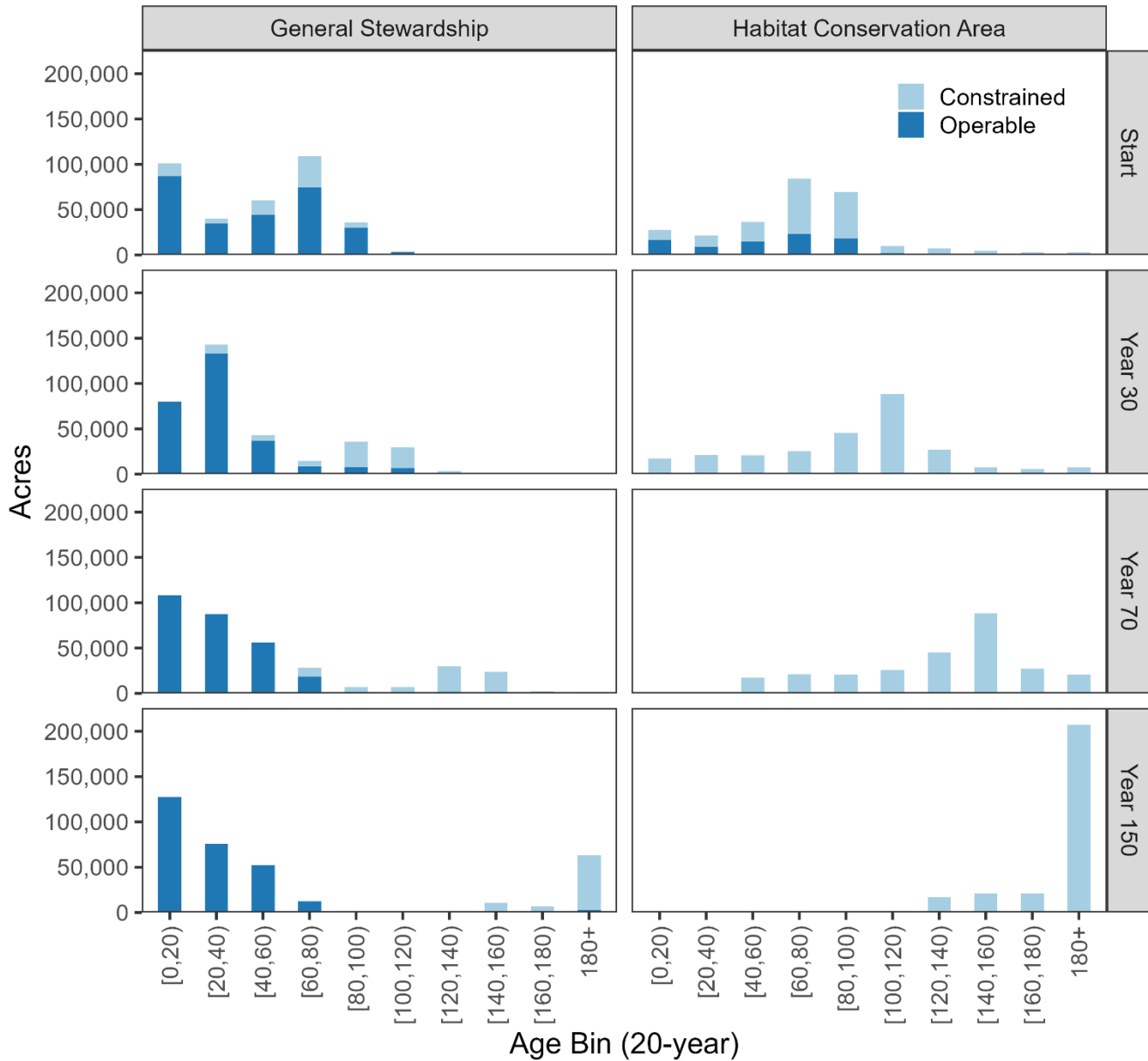
Stand age distribution

Scenario 4: Maximize NPV - Run b. 10% periodic limit



Stand age distribution

Scenario 4: Maximize NPV - Run c. 30% periodic limit



Appendix C

Drinking water assessment

Thirteen public water systems have ODF-managed land making up greater than 10 percent of their surface water drinking water source areas.⁴ This table shows the size of these public water systems, the ODF percent of their size, and, for each scenario, the percent of ODF-managed land in each catchment area with recent regeneration harvests averaged across the entire 150 year modeling timeframe. Recent regeneration harvests are stands 10 or fewer years after a clearcut as in Figure 16.

Public Water System	County	Size (acres)	ODF percent	1: 30-year BOFL target			2: Long rotations		3: Maximize total volume		4: Maximize Net Present Value		
				a. 185 MMBF	b. 195 MMBF	c. 205 MMBF	a. 120-year	b. 150-year	a. No limit	b. 10% periodic limit	a. No limit	b. 10% periodic limit	c. 30% periodic limit
BEAVER WATER DISTRICT	TILLAMOOK	18647	13	5	5	5	4	4	6	6	8	8	8
BERNDT CREEK WATER CORP	COLUMBIA	35304	41	6	6	6	5	4	7	7	11	11	11
DETROIT WATER SYSTEM	MARION	184	32	0	0	0	0	0	0	0	0	0	0
FISHHAWK LAKE RECREATION CLUB	COLUMBIA	10004	30	9	9	8	7	5	10	9	17	18	17
GEORGIA-PACIFIC CPLP WAUNA	COLUMBIA	86310	14	5	5	5	4	3	5	5	9	9	10
HILLSBORO-CHERRY GROVE	WASHINGTON	15565	51	10	10	10	9	7	11	10	19	18	19
HILLSBORO-FOREST GROVE-BEAVERTON	WASHINGTON	115415	16	7	7	7	6	5	8	7	13	14	14
JEWELL SD #8	CLATSOP	31913	58	6	6	6	5	4	6	6	11	11	11
LYONS MEHAMA WATER DISTRICT	MARION	107684	14	7	7	8	5	4	7	7	12	12	12
PHILOMATH PUBLIC WORKS	BENTON	85972	10	8	9	9	6	5	9	9	14	15	14
SILVERTON, CITY OF	MARION	31659	14	8	8	8	5	5	7	8	12	13	12
TILLAMOOK WATER DEPT, CITY OF	TILLAMOOK	3074	63	2	2	2	2	2	2	2	3	3	3
TIMBER WATER ASSOCIATION	WASHINGTON	7787	98	6	7	7	6	5	7	7	12	12	12

⁴ Data from Oregon Department of Environmental Quality (<https://www.oregon.gov/deq/wq/dwp/pages/dwp-maps.aspx>)



Board of Forestry Public Meeting

16. Closing Comments - Day 2

This item serves as an opportunity for the Board Chair to reflect on the public meeting and mop-up any outstanding business. Individual members of the Board can offer comments for the Chair, Secretary, and Board consideration. Comment times may be reduced at the discretion of the Board Chair.

This is an information item.