

GREATER BEAR CREEK VALLEY  
REGIONAL PROBLEM SOLVING AGREEMENT

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3           This REGIONAL PROBLEM SOLVING AGREEMENT (the “Agreement”) is entered  
into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Jackson County, the duly  
6 incorporated Oregon municipalities of Medford, Phoenix, Central Point, Jacksonville, Talent,  
Eagle Point, and Ashland, the Land Conservation and Development Commission (LCDC), the  
Department of Land Conservation and Development (DLCD), the Oregon Department of  
9 Transportation (ODOT), the Oregon Department of Housing and Community Services  
(ODHCS), the Oregon Economic and Community Development Department (OECD), the  
Oregon Department of Environmental Quality (DEQ), the Oregon Department of Agriculture  
(ODA), the Rogue Valley Metropolitan Planning Organization (RVMPO), and Rogue Valley  
12 Sewer Services (RVS).

**RECITALS**

15           WHEREAS Jackson County and the cities of Phoenix, Medford, Central Point,  
Eagle Point, Jacksonville, Ashland, and Talent (each a “Local Jurisdiction” and collectively,  
the “Region”) are part of the Greater Bear Creek Valley, described more particularly in the  
draft Plan, attached hereto as Exhibit A, and incorporated by this reference, that expects to  
18 see a doubling of the population over the long-term future; and

          WHEREAS the increasing population in the Region will create an ongoing de-  
mand for additional lands available for urban levels of development; and

21           WHEREAS that demand for urbanizable land will have to be balanced with the  
Region’s need to maintain its high-quality farm and forest lands, as well as to protect its  
natural environment; and

24           WHEREAS the Local Jurisdictions recognize that long-term planning for which  
lands in the Region are most appropriate for inclusion in each municipality’s urban reserve  
areas (URAs) in light of the Region’s social, economic, and environmental needs is best de-  
27 termined on a regional basis; and

          WHEREAS the draft Plan is the RPS Policy Committee’s recommended means of  
elaborating the regional solutions to the identified regional problems; and

30           WHEREAS the State’s Regional Problem Solving (RPS) statute provides a special  
process for addressing regional land use issues that allows the Local Jurisdictions, upon the  
33 satisfaction of certain conditions, to implement regional strategies through the adoption of  
post-acknowledgement comprehensive plan amendments that do not fully comply with the  
otherwise applicable regulations (the “Regulations”) of the Land Conservation and Devel-  
opment Commission (LCDC) to implement the Statewide Planning Goals (the “Goals”); and

36           WHEREAS one of the conditions the Local Jurisdictions must satisfy in order to  
deviate from the Regulations is that all the participants in the RPS process enter into an  
agreement that identifies: the problem faced by the Region; the goals that will address the

problem; the mechanisms for achieving those goals; and the system for monitoring the implementation and effectiveness of those goals; and

3           WHEREAS various entities were identified as potential stakeholders within the  
regional planning process, and invitations were extended to every incorporated jurisdiction  
6 (Jackson County, Eagle Point, Medford, Jacksonville, Central Point, Phoenix, Talent, and Ash-  
land), school district (Ashland School District No. 5, Central Point School District No. 6, Jack-  
9 son County School District No. 9, Medford School District 549C, and Phoenix-Talent School  
District No. 4), and irrigation district (Eagle Point, Medford, Rogue River, and Talent Irriga-  
12 tion Districts) in the Region, plus the Medford Water Commission, the Rogue Valley Metro-  
politan Planning Organization, Rogue Valley Sewer Services, Rogue Valley Transportation  
District, and the appropriate state agencies (DLCD, ODOT, ODA, ODHCS, OECD, and DEQ);  
and

15           WHEREAS the stakeholders mentioned above chose to exercise different levels  
of participation and responsibility within the planning process, the “participants” (as the  
term is employed in ORS 197.656(2)(b)), are those jurisdictions and agencies that elect, by  
signing this Agreement, to implement the regional solutions to the regional problems identi-  
fied hereinafter; and

18           WHEREAS signatory participants (Signatories) have chosen to exercise different  
levels of activity and responsibility within the implementation phase of the adopted Plan,  
21 Implementing Signatories are those participants which will amend their comprehensive  
plans per Section VI (3) of this Agreement to implement the adopted Plan, and Supporting  
Signatories are those participants which will otherwise support the implementation of the  
adopted Plan; and

24           WHEREAS the Implementing Signatories are Jackson County and the cities of  
Eagle Point, Medford, Central Point, Phoenix, Talent, Jacksonville, and Ashland; and Sup-  
27 porting Signatories are the Rogue Valley Sewer Services (RVS), the Rogue Valley Metropoli-  
tan Planning Organization (RVMPO), the Land Conservation and Development Commission  
(LCDC), and signatory state agencies; and

30           WHEREAS this Agreement is intended to serve as the basis for amendments to  
the comprehensive plans and land use regulations of the Implementing Signatories in com-  
pliance with ORS 197.656.

## **AGREEMENT**

33           NOW, THEREFORE, the parties to this Agreement agree to propose comprehen-  
sive plan and land use regulation amendment processes based on the attached draft Plan  
36 (Exhibit A). With this agreement, participants acknowledge that, notwithstanding the fact  
that the draft Plan is the result of eight years of collaborative and jurisdiction-specific plan-  
ning, it may become necessary to make adjustments to the draft Plan as a result of the com-  
prehensive plan amendment process.

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## I. Recitals

3 The recitals set forth above are true and correct and are incorporated herein by  
this reference.

## II. General Agreement

6 Signatories to this Agreement agree to abide by a Plan developed under Region-  
al Problem Solving, as adopted by Implementing Signatories into their comprehensive plans,  
and acknowledged by the State of Oregon. Implementing Signatories agree to maintain in-  
9 ternal consistency with the adopted Plan on an ongoing basis, and when necessary and ap-  
propriate, either to amend their comprehensive plans and related policies, codes, and regu-  
lations to be consistent with the adopted Plan, or to pursue amendments to the adopted  
12 Plan. The Land Conservation and Development Commission (LCDC) agrees to review the  
Implementing Signatories' comprehensive plan and land use regulation amendments under  
ORS 197.656(2), and agrees that this Agreement contains the elements required by ORS  
197.656(2)(b). Notwithstanding the generality of the foregoing provision and any other  
15 provision of this Agreement, however, LCDC retains its full discretion and authority with  
respect to its review of the adopted Plan, or any amendments to the adopted Plan, and with  
18 respect to its review of the amendments to comprehensive plans and land use regulations  
that the Implementing Signatory Jurisdictions adopt to implement the adopted Plan. The  
adopted Plan shall be what is adopted as a result of Jackson County's comprehensive plan  
amendment process.

21 The process for amending the comprehensive plans of Jackson County and Implementing  
Signatories is described in the attached work program (Exhibit B), which details the tasks  
and timing necessary to coordinate the initial comprehensive plan amendments necessary  
24 to adopt the Plan.

Per ORS 197.656, all amendments to the adopted Plan will be subject to review by LCDC in  
the manner of periodic review or as set forth in ORS 197.251.

## 27 III. Statement of Problems to be Addressed [ORS 197.656]

The parties to the Greater Bear Creek Valley RPS process (the "Project") identi-  
fied three problems to be addressed by the Project:

### 30 **Problem No. 1**

#### *Lack of a Mechanism for Coordinated Regional Growth Planning*

33 The Region will continue to be subjected in the future to growth pres-  
sures that will require the active collaboration of jurisdictions within the Great-  
er Bear Creek Valley. A mechanism is needed that accomplishes this without in-  
fringing on individual jurisdictional authority and/or autonomy. This Problem  
36 No. 1 shall be referred to hereinafter as "Coordinated Growth Management."

**Problem No. 2**

*Loss of Valuable Farm and Forest Land Caused by Urban Expansion*

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As our communities have expanded incrementally, there has been a tendency to convert important farm and forest lands to urban uses while bypassing lands with significantly less value as resource lands. This has been exacerbated by the Region’s special characteristics and historic settlement patterns, which can cause some state regulations governing urban growth to have unintended consequences, some of them contrary to the intent of Oregon’s Statewide Planning Goals. This Problem No. 2 shall be referred to hereinafter as the “Preservation of Valuable Resource Lands.”

**Problem No. 3**

*Loss of Community Identity*

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Urban growth boundary expansions have contributed to a decreasing separation between some of the communities in the Region, which jeopardizes important aspects of these jurisdictions’ sense of community and identity. This Problem No. 3 shall be referred to hereinafter as the “Preservation of Community Identity.”

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**IV. Project Goals**

[ORS 197.656(2)(A)]

The parties to this Agreement have adopted the following Goals with respect to the Problems:

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**Goal No. 1**

*Manage future regional growth for the greater public good.*

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**Goal No. 2**

*Conserve resource and open space lands for their important economic, cultural, and livability benefits.*

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**Goal No. 3**

*Recognize and emphasize the individual identity, unique features, and relative comparative advantages and disadvantages of each community within the Region.*

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**V. Optional Techniques for Implementation**<sup>1</sup> [ORS 197.656(2)(B)]

These optional techniques for implementation are those identified as appropriate for implementation of the draft Plan. As stated in the Recitals, it may become necessary to make adjustments to the draft Plan, and potentially these optional techniques for implementation, as a result of the public comprehensive plan amendment process.

**A. Problem No. 1** *Lack of a Mechanism for Coordinated Regional Growth Planning*

**Goal No. 1** *Manage future regional growth for the greater public good.*

Optional Implementation Techniques

**(1) Coordinated Periodic Review**

Implementing Signatories may engage in a coordinated schedule of regular Periodic Reviews following the adoption of the Plan. This regionally coordinated Periodic Review will begin in 2012, will take place every 10 years, and will coincide with the ten-year regular review of the adopted Plan. This coordinated Periodic Review will provide an opportunity to take advantage of an economy of scale in generating technical information, and to incorporate a regional perspective in the Periodic Review process, but it does not mandate a simultaneous or linked process among jurisdictions.

**(2) Ten-year RPS Review**

Implementing Signatories will abide by the review process described in Section VI of this Agreement. The review process complies with the monitoring requirement in the RPS statute, and affords participating jurisdictions flexibility in responding to changing regional and local circumstances by establishing a process and venue for amending the adopted Plan.

**(3) Coordinated Population Allocation**

Jackson County’s allocation of future population growth, a state-mandated responsibility of the County, will reflect the Implementing Signatories’ proportional allocation of future population within the adopted Plan and its future amendments consistent with statute.

**(4) Greater Coordination with the RVMPO**

As a proven mechanism of regional collaborative planning in the study area, the RVMPO, as the federally designated transportation planning entity, will plan and coordinate the regionally significant transportation strategies critical to the success of the adopted Plan. Of special focus will

<sup>1</sup> Where “optional techniques for implementation” refers to strategies and mechanisms to implement regional solutions that are in compliance with the statewide goals and statutes, but which may not strictly adhere to Oregon Administrative Rules.

be the development of mechanisms to preserve rights-of-way for major transportation infrastructure, and a means of creating supplemental funding for regionally significant transportation projects.

**B. Problem No. 2** *Loss of Valuable Farm and Forest Land Caused by Urban Expansion*

**Goal No. 2** *Conserve resource and open space lands for their important economic, cultural, and livability benefits.*

Optional Implementation Techniques

**(1) Long-Range Urban Reserves**

The establishment of Urban Reserves sufficient to serve a doubling of the Region’s urban population will allow long-term production decisions to be made on agricultural land not included in urban reserves.

**(2) Regional Agricultural Buffering Standards**

Implementing Signatories will apply the adopted Plan’s set of agricultural buffering standards as a means of mitigating negative impacts arising from the rural/urban interface.

**(3) Critical Open Space Area (COSA) Preservation**

The COSA strategies outlined in Appendix IX of the draft Plan are available as an option to Signatory jurisdictions interested in further accentuating or more permanently preserving areas of separation between communities (community buffers). These COSA strategies are not mandatory for any jurisdiction, and may be refined or expanded as individual jurisdictions see fit.

**C. Problem No. 3** *Loss of Community Identity*

**Goal No. 3** *Recognize and emphasize the individual identity, unique features, and relative comparative advantages and disadvantages of each community within the Region.*

Optional Implementation Techniques

**(1) Community Buffers**

The establishment of Urban Reserves outside of recommended areas of critical open space provides for a basic level of preservation for the Region’s important areas of community separation.

**(2) Allocating to Comparative Advantages**

The Region agrees to a distribution of the calculated need of residential and employment lands among Implementing Signatories necessary to support a regional doubling of the population. This distribution, which depends on a number of factors that relate to the comparative strengths

and weaknesses of Implementing Signatories, will allow each community to develop its own balance of viability and individuality within the larger regional matrix.

(3) **Critical Open Space Area (COSA) Preservation**

The COSA strategies outlined in Appendix IX of the draft Plan are available as an option to Signatory jurisdictions interested in further accentuating or more permanently preserving areas of separation between communities (community buffers). These COSA strategies are not mandatory for any jurisdiction, and may be refined or expanded as individual jurisdictions see fit.

**VI. Measurable Performance Indicators** [ORS 197.656(2)(C)]

These measurable performance indicators are those identified as appropriate for monitoring purposes of the adopted Plan. As stated in prior sections, it may become necessary to make adjustments to the draft Plan, and potentially these measurable performance indicators, as a result of the comprehensive plan amendment process.

The following are measurable performance indicators:

- 1) On a regular basis, every 10 years starting in 2012, the Implementing Signatories may participate in a process of coordinated Periodic Review.
- 2) On a regular basis, every 10 years starting in 2012, Implementing Signatories to this Agreement will be subject to the regular RPS review process. Jackson County shall initiate the RPS review process by providing notice of the RPS review to Signatories to this Agreement and requiring that each Implementing Signatory submit a self-evaluation monitoring report addressing compliance with the performance indicators set out in this Section to the County within 60 days after the date of the notice. Jackson County will distribute these monitoring reports to all Signatories.
- 3) Implementing Signatory cities will incorporate the portions of the RPS adopted Plan that are applicable to each individual Implementing Signatory city into that city’s comprehensive plan and implementing ordinances, and will reference the larger regional Plan as an adopted element of Jackson County’s comprehensive plan. To incorporate applicable portions of the RPS adopted Plan into their comprehensive plans and implementing ordinances, Implementing Signatory cities will adopt at least the following:
  - a) RPS Plan policies adopted to comply with Section X(2) of this Agreement;
  - b) 10-year mandated review period;
  - c) urban reserve areas (if appropriate);

- d) target residential densities (for the urban reserve areas);
- e) agricultural buffering standards (for the urban reserve areas);
- f) implementing ordinances (for the urban reserve areas).

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4) Implementing Signatories will comply with the general conditions as listed in Section X of this Agreement, and, as appropriate, the specific conditions of approval for selected urban reserves, as described in the adopted Plan.

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5) Implementing Signatory jurisdictions serving or projected to serve a designated urban reserve will adopt an Urban Reserve Management Agreement (URMA) jointly with Jackson County.

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6) Urban reserves identified in the adopted Plan are the *first-priority* lands used for UGB expansions by Implementing Signatories.

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7) Implementing Signatory cities, when applying urban designations and zones to urban reserve land included in UGB expansions, will achieve, on average over a 20-year planning horizon, at least the “higher land need” residential densities in the adopted RPS Plan for buildable land as defined by OAR 660-008-0005(2). The density offset strategy outlined in the draft Plan is an acceptable mechanism to assist in meeting density targets.

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8) Implementing Signatory cities, when applying urban designations and zones to urban reserve land included in a UGB expansion, will be guided by the general distribution of land uses proposed in the adopted RPS Plan, especially where a specific set of land uses were part of a compelling urban-based rationale for designating RLRC land as part of a city’s set of urban reserves.

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9) Conceptual plans for urban reserves will be developed in sufficient detail to allow the Region to determine the sizing and location of regionally significant transportation infrastructure. This information should be determined early enough in the planning and development cycle that the identified regionally significant transportation corridors can be protected as cost-effectively as possible by available strategies and funding. Conceptual plans for an urban reserve in the RPS Plan are not required to be completed at the time of adoption of a comprehensive plan amendment incorporating urban reserves into a city or county comprehensive plan.

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10) The county’s population element is updated per statute to be consistent with the gradual implementation of the adopted Plan.

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**VII. Incentives and Disincentives to Achieving Goals**

[ORS 197.656(2)(D)]

3            These incentives and disincentives are those identified as appropriate to the  
draft Plan. As stated in prior sections, it may become necessary to make adjustments to the  
draft Plan, and potentially these incentives and disincentives, as a result of the public com-  
6            prehensive plan amendment process.

Incentives

- 9            1)        Continued regional cooperation through the 10-year review process and  
coordinated Periodic Review may improve the Region’s ability to re-  
spond to challenges and opportunities more effectively than it does pre-  
sently.
- 12          2)        Adherence to the adopted Plan may provide the Region with a competi-  
tive advantage, increase the attractiveness of the Region to long-term in-  
vestment, and improve southern Oregon’s profile in the state.
- 15          3)        Adherence to the adopted Plan may produce significant reductions in  
transportation infrastructure costs by minimizing future right-of-way  
18          acquisition costs and by improving the overall long-range coordination  
of transportation and land use planning.
- 21          4)        Adherence to the adopted Plan will provide Signatory jurisdictions with  
population allocations that are predictable, transparent, and based on  
the relative strengths of the different participating jurisdictions.
- 24          5)        The adopted Plan will offer compelling regional justifications and state  
agency support for Tolo and the South Valley Employment Center that  
may not have been available to an individual city’s proposal.
- 27          6)        Adherence to the adopted Plan will permit Implementing Signatories to  
implement the flexibility provided by the concept of the “Regional Com-  
munity”, in which cities, in the role of “regional neighborhoods”, enjoy a  
wide latitude in their particular mix, concentration, and intensity of land  
30          uses, as long as the sum of the regional parts contributes to a viable bal-  
ance of land uses that is functional and attractive to residents and em-  
ployers and in compliance with statewide goals.

Disincentives

- 33          1)        Implementing Signatories that choose to expand their UGBs into land not  
designated as urban reserve will be required to go through the RPS Plan  
minor or major amendment process prior to or concurrent with any oth-  
36          er process.

- 3           2)       The Region’s failure to adhere to the adopted Plan may damage its competitive advantage, the attractiveness of the Region to long-term investment, and southern Oregon’s profile in the state.
- 6           3)       Adherence to the RPS adopted Plan may be a rating factor for RVMPO Transportation Funding. Transportation projects of Implementing Signatories not adhering to the adopted Plan may be assigned a lower priority by the RVMPO when considered for funding.
- 9           4)       Jackson County may reconsider the population allocations of Implementing Signatories that do not adhere to the adopted Plan.
- 12          5)       Implementing Signatories not adhering to the adopted Plan may face issues over failing to observe their comprehensive plans, or may find it difficult to make modifications to their comprehensive plans that deviate from the adopted Plan.
- 15          6)       The Region’s failure to adhere to the adopted Plan will compromise its ability to implement the concept of the “Regional Community”, and will not provide the Implementing Signatory cities with as wide a latitude in their desired individual mix, concentration, and intensity of land uses.

18       **VIII.     Progress Monitoring System & Amendment Process**

[ORS 197.656(2)(E) and (F)]

21       This progress monitoring system and amendment process is that which is identified as appropriate to the draft Plan. As stated in prior sections, it may become necessary to make adjustments to the draft Plan, and potentially this progress and monitoring system and amendment process, as a result of the public comprehensive plan amendment process.

24       Monitoring

27       Monitoring to ensure compliance with the adopted Plan will be a shared responsibility. Each Implementing Signatory city will be responsible for monitoring its adherence to the portion of the adopted Plan that is incorporated into its comprehensive plan. Jackson County, which will have the full adopted Plan incorporated into its comprehensive plan, will be responsible for overall monitoring.

30       Adherence to the RPS Plan

33       The adopted RPS Plan is directly applicable to comprehensive plan amendments, land use regulation amendments, and the adoption of new land use regulations that affect land in urban reserve areas and/or URA designation changes. The adopted RPS Plan shall not be directly applicable to other land use decisions by Implementing Signatories. Adherence to relevant RPS Plan provisions adopted by Implementing Signatories as part of their comprehensive plan or implementing ordinances will be addressed by the existing state and local mechanisms for ensuring jurisdictional compliance with acknowledged comprehensive plans and implementing ordinances.

RPS Plan Amendments

Processing amendments to the adopted Plan will be the responsibility of Jackson County, and can only be proposed by the governing authority of an Implementing Signatory jurisdiction. In acknowledgement of the collaborative process by which the adopted Plan was created, Jackson County will have available the assistance of the signatories to this Agreement through a Technical Advisory Committee and Policy Committee. Both committees serve on an as-needed basis, and both serve in an advisory capacity to Jackson County.

(a) Technical Advisory Committee

The TAC will comprise planners and senior-level staff from signatory jurisdictions and agencies, and each signatory will have one vote, irrespective of the number of participating representatives. Recommendations to the Policy Committee or directly to Jackson County will be made by at least a supermajority vote (simple majority plus one) of attending signatory jurisdictions and agencies.

(b) Policy Committee

The Policy Committee will comprise elected officials or executive staff from signatory jurisdictions and agencies. Each Implementing Signatory jurisdiction will designate a voting and alternate voting member, and each Implementing Signatory jurisdiction will have one vote. Recommendations to Jackson County will be made by at least a supermajority vote (simple majority plus one) of attending Implementing Signatories. Attending jurisdictions must constitute a quorum of Implementing Signatories. Supporting Signatories (State agencies, the RVMPO, LCDC, and Rogue Valley Sewer Services), while Signatories, will not be voting members of the Policy Committee.

When an amendment to the adopted RPS Plan is proposed, Jackson County will make a preliminary determination regarding whether the proposed amendment is a Minor Amendment or Major Amendment, as defined below, and will notify signatory jurisdictions of the County’s preliminary determination. Based on its preliminary determination, Jackson County will review the proposed amendment according to the procedures for Minor Amendments or Major Amendments set out below.

Per ORS 197.656, all amendments to the adopted Plan will be subject to review by LCDC in the manner of periodic review or as set forth in ORS 197.251.

Proposed amendments to the adopted Plan will adhere to the following provisions:

1) Minor Amendment

A minor amendment is defined as any request for an amendment to the adopted Plan that:

- a) does not conflict with the general conditions listed in Section X of this Agreement or specific conditions of approval described in the adopted RPS Plan; and

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b) does not propose an addition of more than 50 acres to a city’s urban reserves established for a city in the adopted RPS Plan or more than a 50-acre expansion of the UGB into non-urban reserve rural land.

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In the case of Ashland, which did not establish urban reserves during the development of the Plan process, a proposal to establish an urban reserve or expand its UGB of not more than 50 acres will be considered a minor amendment.

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Should a city exceed its limit of 50 acres for adding to its urban reserves during the term of the Agreement, it may not use the minor amendment process for further alterations to its urban reserves. Should a city exceed its limit of 50 acres for expanding its UGB into non-urban reserve rural land during the planning horizon, it may not use the minor amendment process for further expansions of its UGB into non-urban reserve land.

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Any Implementing Signatory may initiate a minor amendment to the adopted Plan. The Implementing Signatory must clearly identify the nature of the minor amendment, and specify whether the minor amendment would require any other Implementing Signatory to amend its comprehensive plan. Should any Implementing Signatory other than the proposing jurisdiction and Jackson County be required to amend their comprehensive plans as a result of the proposed minor amendment, the affected Implementing Signatory will be a party to the minor amendment proceeding.

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Jackson County’s process for a minor amendment to the Plan will be equivalent to the state and local required processes for a comprehensive plan amendment.

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Signatory jurisdictions and agencies shall be provided with notice of the County’s final decision on each minor amendment request within five working days of the adoption of the final decision.

2) Major Amendment

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A major amendment is defined as any requested amendment to the adopted Plan that does not meet the definition of a Minor Amendment.

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a) If multiple signatory jurisdictions are involved in a single request for a major amendment, a lead jurisdiction will be selected by the affected jurisdictions;

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b) notice containing a detailed description of the proposed change will be forwarded by Jackson County to all signatory jurisdictions and agencies;

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c) staff from signatory jurisdictions and agencies will be noticed, and will meet as a Technical Advisory Committee and generate a recommendation to the Policy Committee by vote of at least a supermajority of those present (simple majority plus one);

3 d) decision-makers from signatory jurisdictions and agencies will be  
 noticed, and will meet as a Policy Committee and consider the pro-  
 posal and the Technical Advisory Committee recommendation. At-  
 tending jurisdictions will constitute a quorum; and

6 e) the Policy Committee will generate a recommendation to Jackson  
 County by vote of at least a supermajority of those present (simple  
 majority plus one).

9 Jackson County’s process for a major amendment to the Plan will be  
 equivalent to the state and local required process for a comprehensive  
 plan amendment in addition to the above provisions. Noticing will be in  
 compliance with State statutes.

12 All parties to this agreement and any additional affected agencies shall  
 be provided with notice of the County’s final decision on each major  
 amendment request within five working days of the adoption of the final  
 15 decision.

**IX. Newly Incorporated City**

18 Should White City or some other area of Jackson County within the area of the  
 adopted Plan incorporate while the adopted Plan is in effect, and should the newly incorpo-  
 rated city desire to become a signatory to the Agreement, increased population will be add-  
 ed to the regional target population adequate to accommodate the projected population  
 21 growth of the newly incorporated city for the remainder of the adopted Plan’s planning ho-  
 rizon. The addition of a newly incorporated city to the adopted Plan, the establishment of  
 urban reserves, and other such actions shall be accomplished through the major amend-  
 24 ment process.

**X. Conditions to Agreement**

General Conditions

27 The Signatories agree that the adopted Plan shall comply with the general condi-  
 tions listed below, which apply to all Implementing Signatories. These general  
 conditions are those which have been identified as appropriate to the adopted  
 30 Plan. As stated in prior sections, it may become necessary to make adjustments  
 to the draft Plan, and potentially these general conditions, as a result of the pub-  
 lic comprehensive plan amendment process.

33 1) Agricultural Buffering

Where appropriate, Implementing Signatories shall apply the agricultur-  
 al buffering guidelines developed through the Regional Problem Solving  
 36 process.

2) Transportation

The adopted Plan shall include policies to:

- 3 a) Identify a general network of locally owned regionally significant north-south and east-west arterials and associated projects to provide mobility throughout the Region.
- 6 b) Designate and protect corridors for locally owned regionally significant arterials and associated projects within the RVMPO to ensure adequate transportation connectivity, multimodal use, and minimize right of way costs.
- 9 c) Establish a means of providing supplemental transportation funding to mitigate impacts arising from future growth.

12 These policies shall be implemented by ordinance upon the adoption of the latest update of the Rogue Valley Metropolitan Planning Organization’s Regional Transportation Plan and the local adoption of the RPS Plan through individual city and county Comprehensive Plan amendments. Implementing Signatory cities will incorporate the portions of the RPS Plan relative to transportation that are applicable to each individual city into that city’s comprehensive plan and implementing ordinances, and will reference the larger regional plan as an adopted element of Jackson County’s comprehensive plan.

Conditions of Approval

21 Specific conditions of approval apply to selected urban reserve areas, and are described in the adopted Plan. The Implementing Signatories agree to abide by these conditions. As stated in prior sections, it may become necessary to make adjustments to the draft Plan, and potentially the conditions of approval, as a result of the public comprehensive plan amendment process.

**XI. Amendments to the Agreement**

27 For the purpose of maintaining consistency with the RPS Statue (ORS 197.656) amendments to the Agreement can be made at any time by consensus (all parties in agreement) of the Signatories to the Agreement.

33 Under this section, “signatories” refers to all signatories to the Agreement except the Land Conservation and Development Commission (LCDC). In addition, nothing in this section, or this Agreement, is intended to affect the authority of LCDC to review an amendment to this Agreement as required under ORS 197.656.

**XII. Termination of Participation**

3 A signatory to the Agreement may petition Jackson County for termination of its  
participation in the Agreement. Jackson County will convene a meeting of the Policy Com-  
mittee to consider such a petition. A signatory’s petition may be granted by a supermajority  
6 (simple majority plus one) of the Signatories to the Agreement. A signatory that has termi-  
nated its participation with the consent of a supermajority of the signatories to the Agree-  
ment shall not be considered to have failed to adhere to the adopted Plan.

9 Should an Implementing Signatory terminate its participation in the Agreement without  
approval of the supermajority of signatories to the Agreement, it will be considered to have  
failed to adhere to the adopted Plan, and may be subject to the Disincentives in Section VII  
12 and applicable legal and legislative repercussions. For remaining signatories, the validity of  
this Agreement will not be adversely impacted by an Implementing Signatory’s termination  
of participation, by supermajority decision or otherwise.

15 Under this section, “signatories” refers to all signatories to the Agreement except the Land  
Conservation and Development Commission (LCDC).

**XIII. Termination of the Agreement**

This agreement may be terminated when one or more of the following occur(s):

- 18 1) A supermajority (simple majority plus one) of Signatories agree that the  
Agreement is terminated;
- 2) LCDC denies acknowledgment of the Plan;
- 21 3) The doubled regional population is reached;
- 4) 50 years have passed since the Agreement was signed.

24 No signatory will be penalized under the conditions of this Agreement due to a supermajori-  
ty decision to terminate.

Under this section, “signatories” refers to all signatories to the Agreement except the Land  
Conservation and Development Commission (LCDC).

**XIV. Applicability**

27 Implementing Signatories to this agreement agree that necessary amendments  
to their comprehensive plans will occur as required by the Plan, and that the Plan is in effect  
30 for each jurisdiction at the time that its and Jackson County’s implementing comprehensive  
plan amendments and land use regulations are adopted and acknowledged.

33 Once the RPS plan is implemented by the appropriate comprehensive plan amendments and  
land use regulations, an Implementing Signatory’s failure to adhere to the Plan as adopted

or subsequently amended will expose that jurisdiction to the usual legal and legislative repercussions from non-compliance with acknowledged comprehensive plans.

3 Signatories to this agreement acknowledge that statutory authority over land use regulation ultimately resides with the Oregon legislature. Additionally, signatories to this agreement recognize that the provisions of the Plan may be determined in the future to be in conflict with existing or yet to be adopted statutes or administrative rules.

Signatories to this agreement expressly recognize that land use regulations and actions must otherwise comport with the statutes and other applicable regulations of the State of Oregon other than those LCDC regulations for which the adopted RPS Plan authorizes less than full compliance.

Therefore, Signatories agree that, when conflicts between statute and other applicable regulations of the State of Oregon (other than those LCDC regulations for which the adopted Plan authorizes less than full compliance) and the Plan arise, Oregon statute shall prevail.

**XV. Severability**

Any provision or part of the Agreement held to be void or unenforceable under any Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**XVI. Entire Agreement**

This Agreement contains the entire agreement between the parties and supersedes all prior negotiations, discussions, obligations, and rights of the parties regarding the subject matter of this agreement. There is no other written or oral understanding between the parties. No modification, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

**XVII. Counterparts**

This Agreement may be signed in counterpart by the parties, each of which shall be deemed original, but all of which together shall constitute one and the same instrument, binding on all parties hereto.

**XVIII. Authority to Execute Agreement**

Each person signing of behalf of a governmental entity hereby declares that he or she, or it has the authority to sign on behalf of his or her or its respective entity and agrees to hold the other party or parties hereto harmless if he or she or it does not have such authority.

### Implementing Signatories

\_\_\_\_\_  
Chairman,  
Jackson County Board of Commissioners

\_\_\_\_\_  
Mayor, City of Ashland

\_\_\_\_\_  
Mayor, City of Talent

\_\_\_\_\_  
Mayor, City of Phoenix

\_\_\_\_\_  
Mayor, City of Medford

\_\_\_\_\_  
Mayor, City of Jacksonville

\_\_\_\_\_  
Mayor, City of Central Point

\_\_\_\_\_  
Mayor, City of Eagle Point

### Supporting Signatories

\_\_\_\_\_  
Director, Oregon Department of Land  
Conservation and Development

\_\_\_\_\_  
Director, Oregon Department of  
Transportation

\_\_\_\_\_  
Director, Oregon Department of  
Environmental Quality

\_\_\_\_\_  
Director, Oregon Economic and  
Community Development Department

\_\_\_\_\_  
Director, Oregon Department of  
Agriculture

\_\_\_\_\_  
Director, Oregon Housing and Community  
Development Department

\_\_\_\_\_  
Chair, Rogue Valley Metropolitan  
Planning Organization

\_\_\_\_\_  
Chair, Rogue Valley Sewer Services

\_\_\_\_\_  
Chair, Land Conservation and  
Development Commission

\_\_\_\_\_  
General Manager, Rogue Valley Sewer  
Services