



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, JUNE 5, 2024

Barnes Sawyer Rooms - Deschutes Services Building - 1300 NW Wall Street – Bend
(541) 388-6570 | www.deschutes.org

AGENDA

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

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

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

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

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

- To join the meeting via Zoom from a computer, use this link: <http://bit.ly/3h3oqD>.
- To join by phone, call 253-215-8782 and enter webinar ID # 899 4635 9970 followed by the passcode 013510.
- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press *9 to indicate you would like to speak and *6 to unmute yourself when you are called on.
- When it is your turn to provide testimony, you will be promoted from an attendee to a panelist. You may experience a brief pause as your meeting status changes. Once you have joined as a panelist, you will be able to turn on your camera, if you would like to.



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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

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

CONSENT AGENDA

1. Approval of Resolution No. 2024-032 authorizing a Partnership Agreement with NeighborImpact for a US Environmental Protection Agency Community Change Grant Application
2. Approval of Board Order No. 2024-022 authorizing the Deschutes County Sheriff's Office to donate a vehicle to a nonprofit corporation

ACTION ITEMS

3. **9:15 AM** Service Partner Annual Update – Upper Deschutes Watershed Council
4. **9:35 AM** Oregon Criminal Justice Commission Deflection Program grant funding and Resolution No. 2024-033 adding 1.0 FTE Deputy Sheriff, Corrections
5. **9:50 AM** Order No. 2024-016 reappointing Pro-Tem Judge Gregory Colvin

OTHER ITEMS

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

EXECUTIVE SESSION

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

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

ADJOURN



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 5, 2024

SUBJECT: Approval of Resolution No. 2024-032 authorizing a Partnership Agreement with NeighborImpact for a US Environmental Protection Agency Community Change Grant Application

RECOMMENDED MOTION:

Move approval of Resolution No. 2024-032 authorizing a Partnership Agreement with NeighborImpact for the EPA Community Change Grant Application.

BACKGROUND AND POLICY IMPLICATIONS:

The Community Development Department received approval to move forward with an application for the EPA Community Change Grant on April 3, 2024. The application requires a Partnership Agreement be in place between the Lead Applicant (Deschutes County) and the Community Based Organization (NeighborImpact). Staff requests the Board approve the resolution and authorize signature of the associated agreement.

The grant application itself is in the process of being drafted by County staff, NeighborImpact, Central Oregon Intergovernmental Council, and the Oregon Department of Environmental Quality. Staff will continue to provide updates prior to submitting the full grant application.

BUDGET IMPACTS:

None

ATTENDANCE:

Nicole Mardell, Senior Planner – Long Range
Peter Gutowsky, Community Development Director
Stephanie Marshall, Senior Assistant Legal Counsel

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

A Resolution Authorizing Signature on
Deschutes County EPA Community Change
Grant Partnership Agreement.

*
*
*

RESOLUTION NO. 2024-032

WHEREAS, the United States Environmental Protection Agency, Office of Environmental Justice and External Civil Rights (“OEJECR”), offers an opportunity for Deschutes County to apply for grant funding pursuant to the Environmental and Climate Justice Community Change Grants Program, Notice of Funding Opportunity Number EPA-R-OEJECR-OSC-23-04 (“Community Change Grants Program”); and

WHEREAS, the Board of County Commissioners has determined that the public interest is served by Deschutes County’s application to OEJECR for approval of grant funding pursuant to the Community Change Grants Program in partnership with NeighborImpact, an Oregon public benefit nonprofit organization (“NeighborImpact”); and

WHEREAS, NeighborImpact qualifies as a Community-Based Non-Profit Organization (“CBO”) as defined in federal law at 2 CFR 200.1, and supports and/or represents the community of residents located in South Deschutes County through engagement, education and other related services to individual community residents and community stakeholders; and

WHEREAS, the Board desires to enter into a partnership agreement between Deschutes County and NeighborImpact (“Deschutes County EPA Community Change Grant Partnership Agreement”) for purposes of applying to OEJECR for grant funding pursuant to the Community Change Grants Program and to oversee and manage completion of projects funded by any grant awarded to Deschutes County pursuant to the Community Change Grants Program (the “Grant”); now therefore,

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

Section 1. The Board of County Commissioners authorizes its signatures on the Deschutes County EPA Community Change Grant Partnership Agreement attached hereto as **Exhibit A.**

Section 2. The Board of County Commissioners authorizes Deschutes County Community Development Department to take all actions necessary to submit application to OEJECR for grant funding pursuant to the Community Change Grants Program in coordination with NeighborImpact, and to submit application for the same.

DATED this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS

PATTI ADAIR, Chair

ATTEST:

ANTHONY DEBONE, Vice Chair

Recording Secretary

PHIL CHANG, Commissioner

**EXHIBIT A – RESOLUTION NO. 2024-032
DESCHUTES COUNTY EPA
COMMUNITY CHANGE GRANT
PARTNERSHIP AGREEMENT**

THIS DESCHUTES COUNTY EPA COMMUNITY CHANGE GRANT PARTNERSHIP AGREEMENT (this “Agreement”) is made this ____ day of _____, 2024 (the “Effective Date”), by and between Deschutes County, Oregon, a municipal corporation, (hereinafter referred to as “the County” and/or “Lead Applicant”) and NeighborImpact, an Oregon public benefit nonprofit organization (“NeighborImpact” or “Statutory Partner”), Individually, each party to this Agreement is a “Party”; collectively, they are the ”Parties” or the “Partners.”

RECITALS

- A. WHEREAS, the Parties agree and intend to form a partnership (the “Partnership”) for purposes of applying to the United States Environmental Protection Agency, Office of Environmental Justice and External Civil Rights (“OEJEER”) for funding pursuant to the Environmental and Climate Justice Community Change Grants Program (the “Application”), Notice of Funding Opportunity Number EPA-R-OEJEER-OCS-23-04 (“NOFO”);
- B. WHEREAS, the name of the Partnership formed under this Agreement shall be the Deschutes County Environmental Protection Agency (“EPA”) Community Change Grant Partnership; and
- C. WHEREAS, the primary purpose of the Partnership shall be to oversee and manage completion of projects (the “Project”) funded by any grant awarded by OEJEER to the Partnership (the “Grant”);
- D. WHEREAS, the Parties agree to comply with the terms of the Grant and to ensure proper expenditures and management of Grant funds pursuant to the terms of the Grant, any and all applicable laws, and this Agreement;
- E. WHEREAS, the Partnership formed herein is consistent with CAA §138(b)(3) and Assistance Living 66.616 as between a local government (the County), and a Community-Based Non-Profit Organization (“CBO”) (NeighborImpact);
- F. WHEREAS, NeighborImpact qualifies as a CBO for grant eligibility purposes as a “nonprofit organization” as defined at 2 CFR 200.1. Documentation demonstrating that NeighborImpact is a nonprofit organization will be submitted with the Application;

- G. WHEREAS, NeighborImpact is a public benefit nonprofit organization that supports and/or represents the community of residents located in South Deschutes County through engagement, education and other related services provided to individual community residents and community stakeholders. NeighborImpact has a geographic presence or connection in, or relationship with the specified community the projects are intended to benefit;
- H. WHEREAS, the County is the Lead Applicant on the Application and pursuant to this Agreement. NeighborImpact is the Statutory Partner on the Application and pursuant to this Agreement. Supporting documentation will be submitted with the Application; and
- I. WHEREAS, the Parties desire to memorialize this Agreement on the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to the terms and conditions as follows:

- 1. Principal Place of Business. The principal place of business of the Partnership shall be 117 NW Lafayette Avenue, Bend, OR 97703.
- 2. Term. The Term of this Agreement shall be three (3) years from the date of receipt of the Grant with the signing of a cooperative agreement with EPA.
- 3. Lead Applicant’s Duties: Grant Management, Performance and Compliance
 - 3.1 Consistent with the terms of the Grant, the County as Lead Applicant shall be solely responsible for the overall management, performance, oversight and reporting responsibilities under the Grant, and for making subawards to Collaborating Entities.
 - 3.2 The County shall be solely responsible for receipt of federal funds (the “Funds”) from EPA pursuant to the Grant. The County shall ensure proper expenditures of the Funds on the Project and shall be liable for any unallowable costs.
 - 3.3 The County shall be responsible for compliance, including legal compliance, with the terms of the Grant, and for managing risks associated with receipt of Funds for the Project.

3.4 The County shall be responsible for purchase and siting of air curtain burner, mobile air curtain burner, septic system sampling, site evaluations, septic permits, and home weatherization, rehabilitation, well repair or replacement requiring structural, mechanical, electrical, or plumbing permits within the Project Area, and for community outreach activities associated with the Newberry Country Plan Update.

3.5 The County shall work cooperatively and in good faith at all times with NeighborImpact to accomplish the primary purpose of the Partnership and to comply with the terms of the Grant and all applicable laws.

4. Statutory Partner’s Duties.

4.1 Consistent with the terms of the Grant, NeighborImpact as Statutory Partner shall be responsible for providing assistance to homeowners within the Project Area for home weatherization, rehabilitation, well repair or replacement, and community engagement activities assigned with these tasks.

4.2 NeighborImpact shall work cooperatively and in good faith at all times with the County to accomplish the primary purpose of the Partnership and to comply with the terms of the Grant and all applicable laws.

5. Interest, Authority and Cost Sharing.

5.1 The County and NeighborImpact shall be equal partners in this Partnership to implement the Project with equal voting rights, unless the Agreement is amended pursuant to Section 7.2 to add one or more Statutory Partners. Any amendment to the Agreement to effectuate the addition of a Statutory Partner(s) shall set forth the relative authority percentages of the Parties.

5.2 Any decision requiring the Partnership to enter into a contract with another person or entity requires a unanimous vote by all Parties. The Partnership qualifies for and agrees to opt-out of appointing a partnership representative under 26 U.S.C. §6221.

5.3 There are no anticipated profits associated with performance under this Agreement.

6. Accounting.

6.1 All accounts related to the Partnership including contribution and

distribution accounts will be audited on an annual basis at the end of the fiscal year, which is complete on the last day of June of each year.

6.2 All Partners will maintain an individual contribution account. Partners will keep accurate and complete books of account for all accounts related to the Partnership. Any Partner shall be allowed to review all books of account at any time they request.

6.3 Each Partner will be responsible for his or her own taxes on any distributions made pursuant to this Agreement.

6.4 Accounting records will be kept on a cash basis.

7. Withdrawal, Replacement and/or Addition of Statutory Partner.

7.1 NeighborImpact may withdraw from the Partnership as Statutory Partner upon no less than ninety (90) days prior written notice to the County.

7.1.1 This Agreement shall terminate automatically if the County does not identify a new Statutory Partner(s), which qualifies as a CBO, to replace NeighborImpact via amendment to this Agreement prior to the effective date of the withdrawal.

7.1.2 The Parties shall be liable for performance rendered or costs incurred in accordance with the terms of the Agreement prior to the effective date of termination.

7.1.3 Upon notification of withdrawal, NeighborImpact shall have no vote on a replacement Statutory Partner(s).

7.1.4 This Agreement shall be continued on the same terms and conditions as set forth herein, following replacement of NeighborImpact, provided that an amendment shall be executed to identify the new Statutory Partner(s).

7.2 The Parties may amend this Agreement by unanimous vote to add one or more additional Statutory Partner(s) with constitute a CBO and have expertise and qualifications to assist with management of projects funded by the Grant.

8. Agreement to Enter Subaward Agreement. The County and NeighborImpact agree to enter a subaward agreement in compliance with grant regulations set forth at 2 CFR 200.331 and in EPA’s Subaward Policy and related guidance, and in

4

accordance with the terms of a cooperative agreement between EPA and the County to be executed following award of the Grant.

9. Agreement to Maintain Status. Within thirty (30) days of this Agreement and throughout the effective term of this Agreement, each Party shall obtain and/or renew all necessary licenses and permits to do business under this Agreement, register its official Doing Business As Name (“DBA”), if applicable and obtain a Federal Employer Identification Number (“EIN”). The Parties agree to execute such instruments as are necessary to perform their duties under this Agreement.

10. Termination or Suspension of Agreement. If Grant funding is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the Project, the County may immediately terminate or suspend the Agreement. In lieu of termination or suspension, the Parties may amend the Agreement to reflect new funding limitations and conditions. If temporary federal or state government shutdowns occur for any reason, the County may suspend this Agreement without advance notice.

11. Miscellaneous.

11.1 Attorney Fees. In the event a party to this Agreement brings any action, suit, or arbitration against another party to this Agreement by reason of any breach of any of the covenants, agreements, or provisions on the part of the other party arising out of this Agreement or makes a bankruptcy claim, then in that event the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action, suit, or arbitration, including actual attorney fees, at trial, and on appeal, arbitration, or in any bankruptcy court.

11.2 Jurisdiction. This Agreement shall be enforced and interpreted in accordance with the laws of the State of Oregon.

11.3 Venue. Venue for any suit or action specifically to enforce the provisions of this Agreement shall lie in Deschutes County, Oregon.

11.4 Severability. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement shall not be impaired.

11.5 Entire Agreement. This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter contained herein and may be modified only in writing.

11.6 Amendment. This Agreement may be amended only as stated in writing and executed by all Parties.

11.7 Waiver. A failure by either Party to insist on strict performance by the other Party of any provision in this Agreement shall not constitute a waiver of the other Party's obligations. Waiver of any right must be in writing and signed by an authorized representative of the Party waiving the right.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DATED this ____ day of _____, 2024.

DESCHUTES COUNTY BOARD OF COUNTY COMMISSIONERS

PATTI ADAIR, Chair

ANTHONY DeBONE, Vice Chair

PHIL CHANG, Commissioner

DATED this ____ day of _____, 2024.

NEIGHBORIMPACT

SCOTT COOPER, Executive Director



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 5, 2024

SUBJECT: Approval of Board Order No. 2024-022 authorizing the Deschutes County Sheriff's Office to donate a vehicle to a nonprofit corporation

RECOMMENDED MOTION:

Move approval of Board Order No. 2024-022 authorizing the Deschutes County Sheriff's Office to donate a vehicle that is no longer needed to Jericho Road, Inc.

BACKGROUND AND POLICY IMPLICATIONS:

The Deschutes County Sheriff's Office proposes to donate a 2010 Ford F150 that is no longer in use. The estimated market value of the truck is \$3,698, but there is notable damage to both the interior and exterior. Given the current condition, DCSO values the truck at \$1,500.

BUDGET IMPACTS:

The only impact is the lost opportunity cost of up to \$1,500.

ATTENDANCE:

Joe Brundage, Business Manager

REVIEWED

LEGAL COUNSEL

06/05/2024 Item #2.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Declaring Certain Deschutes
County Personal Property Surplus and
Authorizing Donation. *
*
*
*

ORDER NO. 2024-022

WHEREAS, certain personal property described in Exhibit A, attached hereto by this reference incorporated herein, is no longer needed for public use by the County; and

WHEREAS, it is necessary to dispose of this surplus personal property; and

WHEREAS, it is appropriate to dispose of such property by donation; now, therefore,

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

Section 1. The Deschutes County Sheriff, or his designee, is hereby authorized and directed to dispose of the personal property described in Exhibit A to this order.

Section 2. The Chair is authorized on behalf of the County to execute any and all documents necessary to complete the transfer of any personal property in accordance with this order.

Dated this _____ of _____, 20__

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DeBONE, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

EXHIBIT A

Sheriff's Office Surplus Property

Vehicle #	VIN	Description	Reason
10-10	1FTFW1EV2AFA54983	2010 Ford F150 4WD Crewcab truck	End of useful life for the Sheriff's Office



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 5, 2024

SUBJECT: Service Partner Annual Update – Upper Deschutes Watershed Council

RECOMMENDED MOTION:

N/A

BACKGROUND AND POLICY IMPLICATIONS:

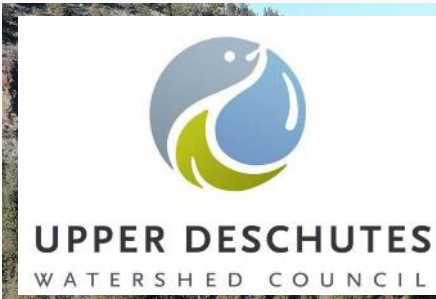
In FY24, the Board initiated a \$20,000 video lottery fund grant to Upper Deschutes Watershed Council (UDWC), one of the County’s service partner organizations. UDWC will present an annual update on their projects and priorities to the Board, recapping the last fiscal year as well as looking ahead to FY25.

BUDGET IMPACTS:

Service partner grants are made available through the Video Lottery Fund, which is supported by state lottery proceeds. This grant was budgeted for FY24.

ATTENDANCE:

Jen Patterson, Strategic Initiatives Manager
Kris Knight, Executive Director, Upper Deschutes Watershed Council



06/05/2024 Item #3.



Photo by Anabranch Solutions

Upper Deschutes Watershed Council

Kris Knight, Executive Director

June 5, 2024

What is a Watershed Council?

- A watershed council is a community-based, voluntary, non-regulatory group working in local communities on collaborative projects
- More than 50 watershed councils in Oregon, and a unique model created by the state of Oregon and initiated by local governments
- 501(c)(3) charitable organization since 1997. Over 50 habitat restoration project in 25 years!
- Updated website allows you to click and learn about our restoration projects



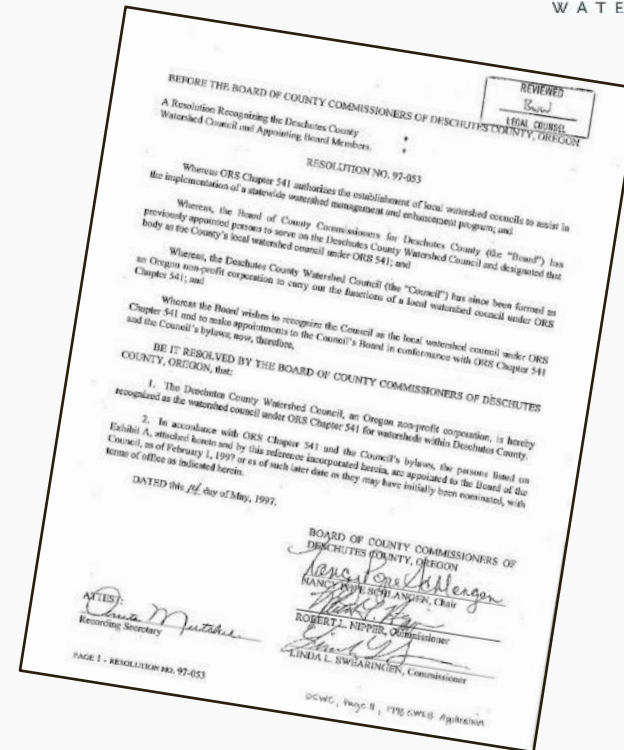


Partners in Watershed Management

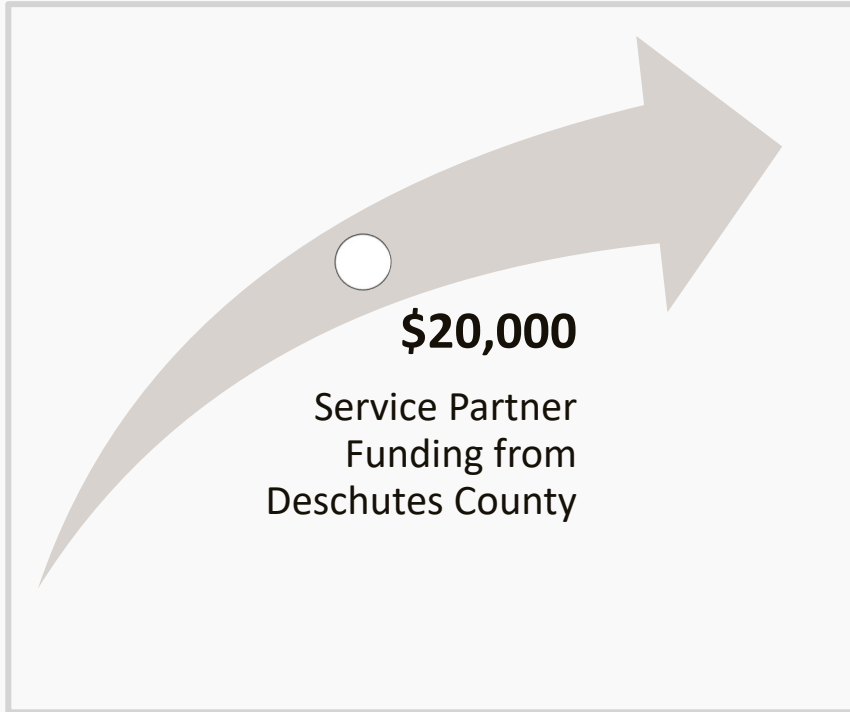


UPPER DESCHUTES
WATERSHED COUNCIL

- Deschutes County helped establish the UDWC as the watershed council in Deschutes County in 1996-97
- Founded in cooperation with Deschutes County and began operating as nonprofit 501(c)3 organization in 1997.
- Current recipient of a Service Partner Program Grant – thank you!



Service Partner Funding



- UDWC leverages these dollars to bring federal, state and private funding to Central Oregon
- Total revenue for FY23 ending June 30, 2023 was \$2,526,144

Board of Directors

- Bill Anthony (President) U.S. Forest Service (retired)
- Cris Converse (Sec./Treas.) Pine Meadow Ranch (former owner)
- Michael Fisher Central Oregon Community College
- Gena Goodman-Campbell Oregon Natural Desert Association
- Jason Gritzner U.S. Forest Service
- Will Groves Deschutes County Planning Department
- Kelley Hamby Central Oregon Irrigation District
- Lisa Keown Educator
- Smita Mehta Oregon Department of Environmental Quality
- David Pilz (Vice-President) Water and Natural Resources Consultant
- Joanne Richter Environmental Consultant (retired)
- Sunny Simpkins National Assoc of Flood and Stormwater Agencies

Mission

- **Mission:** we seek to protect and restore the two-million-acre Upper Deschutes watershed through collaborative projects in habitat restoration, watershed education and long-term monitoring



Restoration accomplishments this past fiscal year

06/05/2024 Item #3.

- **Rimrock Ranch Restoration:** in partnership with Deschutes Land Trust, we completed our largest restoration project to date in a single year
- 1.5 miles of Whychus Creek restored downstream of Sisters in support of reintroduction of salmon and steelhead
- Funders included Pelton Round Butte Fund, Oregon Watershed Enhancement Board, U.S. Forest Service, Oregon Department of Forestry



Photo by Anabranch Solutions

Restoration accomplishments this past fiscal year

06/05/2024 Item #3.



Photo by Joe Kline / Bend Bulletin



Photo by Wolfe Water Resources

Trees for these restoration efforts helping to create defensible space near homes in Sisters area



Education and Outreach

- UDWC continues to offer a K-12 education program to develop the next generation of watershed stewards
- This past year we have launched a program with City of Bend focused on 5th Grade and High School Students

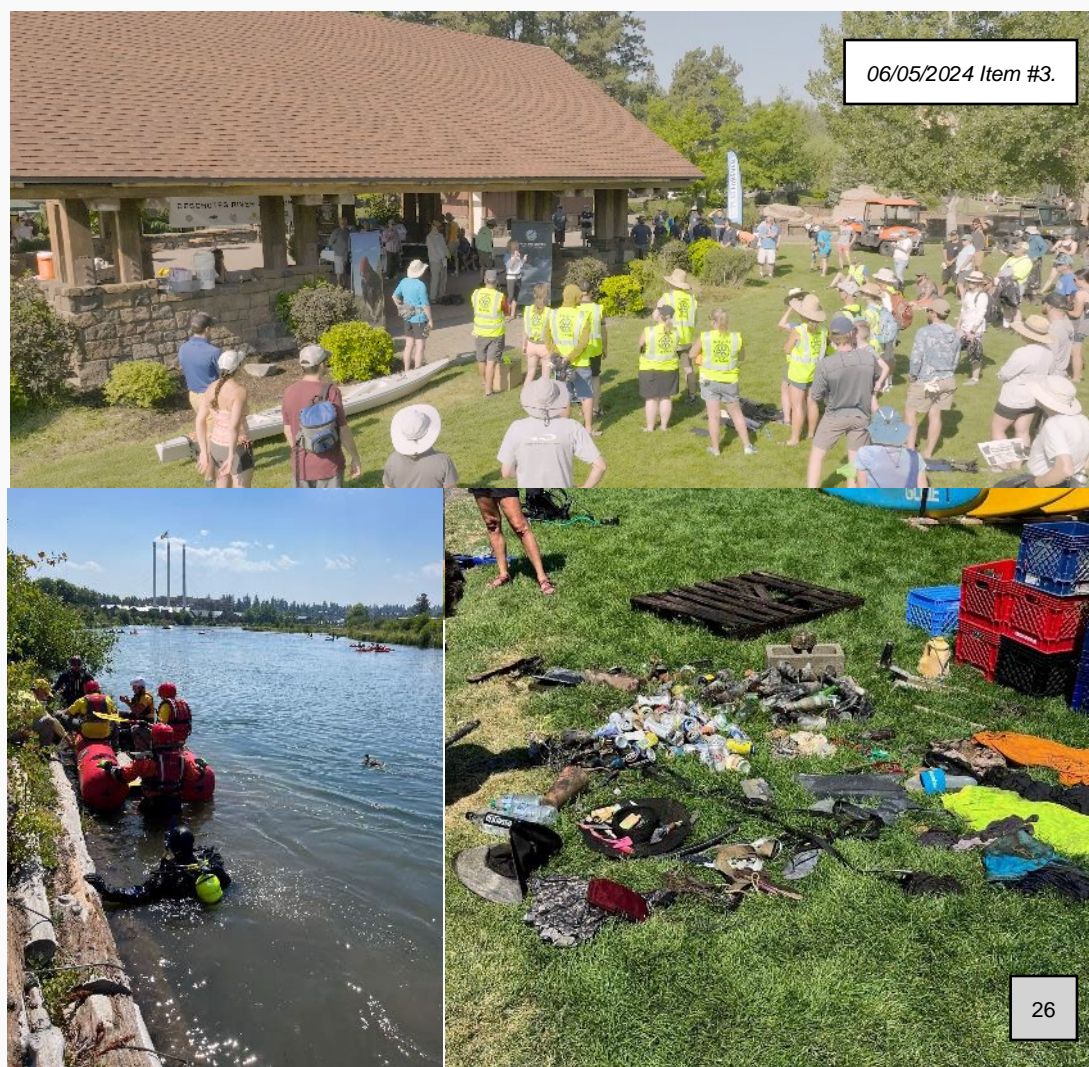


06/05/2024 Item #3.



River Clean-up and Stewardship

- UDWC continues to host the annual Deschutes River Clean up every July at multiple locations
- We also provide stewardship opportunities for businesses and organizations to volunteer to benefit our local rivers



Adult Education

- Since 2022, UDWC has started offering adult watershed education classes in partnership with COCC
- In the last 3 years we have offered watershed education sessions about the Whychus, Metolius, and Upper Deschutes watersheds



What's Next? Willow Springs Preserve Restoration

06/05/2024 Item #3.



Mirror Pond Fish Passage

- Fish Passage Advisory Committee formed by City of Bend and BPRD recommended a “nature-like fishway” for fish passage at Newport Dam.
- Next steps includes UDWC raising funds for the engineering design for this fish passage structure



Gilchrist Mill Pond Fish Passage

- This summer will kick off a process to assess opportunities for fish passage at Gilchrist Mill Pond Dam. Grant funding has been approved by Oregon Watershed Enhancement Board.



Monitoring

- UDWC continues to collect stream temperature data at 18+ sites in the Upper and Middle Deschutes, Tumalo Creek, and Whychus Creek – 20+ year dataset
- Stream temperature is important information when combined with streamflow data to understand if a creek is healthy for fish and wildlife.
- 50 volunteers supported our monitoring efforts last August to sample macroinvertebrates to help understand the effectiveness of our restoration efforts



Funding

- UDWC funding comes from a mix of public and private sources
- Federal, state and county grants but also private foundations and individual and business supporters
- Our education and outreach program in particular is supported by individual and community support

2023 Supporters* Thank You!

\$35,000 AND UP

Anonymous
Bill and Leslie Corrog
Iamela Creek

\$10,000 AND UP

Delacade Family Foundation
Kellen Taylor

\$5,000 AND UP

Ken and Ginger Harrison
David and Madie Tschersien
Family Fund of the Oregon
Community Foundation
Loe'n Smith

\$2,000 AND UP

Keshi Archuleta
Bend Park and Recreation District
City of Bend
Luao Cao Camping Fund of the
Santo Barbara Foundation
Lynn Dorsey
Mt. Bachelor
Qomo
Rutherford Giving Fund
SOUL Legacy
Rob and Joan Taylor
Family Fund of the Oregon
Community Foundation
West Bend

\$1,000 AND UP

Elin and M.E. Bowman
Advised Fund of the Oregon
Community Foundation
Jayson Rowerman
Joanne and Nelson Mathews
Pasoponia Bend
The Wonderful Company
Richard Wright

\$500 AND UP

Bill and Tracey Anthony
Bleu Rioscor
Peter Cohen and Giota Chonoweth
Dell Incorporated
Famele DiCiente
Flensold Distribution, Inc.
Janie Hayden
Michael Lang
Sarena and Ron Under
Lubbsmeyer Art Studio
Mountain Supply of Oregon
Chuck and Debbie Newson
Dennis Ojilant
OXO International
Joanne Richter and Sara Wicker
Roundhouse Foundation
Scorable Audio Solutions
U.S. Chantaine Gift Trust

*Dates listed are from December 1, 2022 to November 15, 2023.

OVER \$100

Black-Rock Rocks
Troy Brandt
Michael Jueliner
Lisa and Tom Cohen
Ooms' Depot
Deschutes Brewery
HiSancho
Michael Fisher
Gear Fix
Timothy Ginger
Sarah Jaarsen
Karen Heern
Theresa Kollerer
Martha Lussenhop
Bevely Marlett
Ara Meyer
Lita Lisa Munoz
Curtis and Betsy Noren
Dazell Outfitters
Maret Pajotas
David Pile and Notsche Belts
Sally Russell
Lisa Seales
Shevlin Dental Center
Steven Shropshire
Sunny Simkins
Carolyn Spaniol
Sara Wicker Consulting
Wall Water Resources

\$100 AND UNDER

Amazon Smile
Lee August
Rio Ayotte
Benevity Community Impact Fund
John Beune
Cafe Kitchen and Brewery
Justin Cuzzi
Marianne Deeman
Dan Elder
Jeremy Fox
Francis Green
Alan Holzman
Katie Jensen
Michael Mauersky
Kristine and George McConnell
Jan McGowan Nonprofit Consulting
Cheryl Morgan
Sage Murray and Stacy Butler
Megan Marie Myers Art
Powder Day, LLC
Timothy Reardon
Paul Riedmiller
Bruce Royming
Marilyn Ryan
Erica Swartzek Photography
Janis Walker Mather

GRANT FUNDERS

Bend Park and Recreation District
Bend Sustainability Fund
a project of West Bend
Bonaville Environmental Foundation

Deschutes County
Deschutes Land Trust
Deschutes River Conservancy
Oregon Clean Jobs Program
Oregon Community Foundation
Oregon Department of Fish
and Wildlife
Oregon Department of Forestry
Oregon Watershed Enhancement Board
Pacific Power
Pelican Round Butte Fund
Portland General Electric
Roundhouse Foundation
Suncoast Foundation
Trailblazers Foundation
U.S. Fish and Wildlife Service
U.S. Forest Service

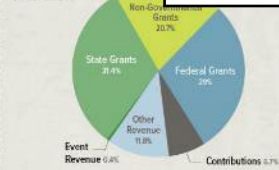
IN-KIND SUPPORTERS

Ansohrich Solutions
Antioch Church
Bend Park and Recreation District
Cat Services
Central Oregon Community College
Children's Forest of Central Oregon
City of Sisters
Common Ground
Community Volunteers
Deschutes Land Trust
Eberhard's Dairy Products
Free Range Equipment
High Meadow Neighborhood
Homeowners
Hanna Kombucha
Jesse No Trace
Market of Choice
Newson Avenue Market
Oregon Department of Fish
and Wildlife
Oregon State Parks
Parallel 41 Presents
Patagonia Bend
Peter Cohen and Giota Chonoweth
Pole Creek Ranch
Portland General Electric
Project Bake
Qomo
Reed Page
REI
River's Place
Rugged Thread
Sawtooth Century Drive
Sisters Bakery
Sisters Coffee
Sparrow Bakery
Stand on Legend
Stridley Organic
Sun Country Tours
Tumalo Creek
U.S. Fish and Wildlife Service
Partners for Fish and Wildlife
U.S. Forest Service
West Coast Provisions
Zen Art Ink Studios

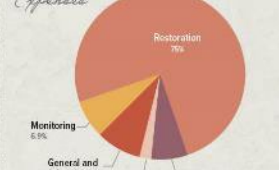
2023 Financials

06/05/2024 Item #3.

Revenue



Expenses



Revenue	
State Grants	\$794,530
Non-Government Grants	\$521,728
Federal Grants	\$732,371
Contributions	\$168,906
Other Revenue	\$297,826
Event Revenue	\$10,763
Total Revenue	\$2,526,144
Expenses	
Education**	\$176,897
Restoration	\$1,804,157
Monitoring	\$164,841
Fundraising	\$59,196
General/Administrative	\$202,021
Total Expenses	\$2,403,112
Net Income	\$123,032

** Significant portion of funding for our education program comes from individual contributions and community support.



Connect With Us

700 NW Hill St., Ste. 1, Bend, OR 97703
PO Box 1812, Bend, OR 97709
upperdeschuteswatershedcouncil.org | 541 382 6103

Donate Today!



Learn More or Get Involved

- Visit our website to learn more:
www.restorethedeschutes.org
- Contact me or join our email list:
kknight@restorethedeschutes.org
- Follow us on Facebook or Instagram
- Participate in a project tour or event like the annual Deschutes River Cleanup

Join the...
**UPPER DESC
WATERSHED C**
...and our partners by volunteering or donating today

06/05/2024 Item #3.

DESCHUTES RIVER CLEANUP



**SATURDAY
JULY 27th 2024**

CLICK FOR
EVENT DETAILS

ENJOY • PROTECT • RESPECT

VISIT BEND **QORVO** **SOLV ENERGY** 
 **PLAY FOREVER**  **TUMALO CREEK** UTILITY DEPARTMENT



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 5, 2024

SUBJECT: Oregon Criminal Justice Commission Deflection Program grant funding and Resolution No. 2024-033 adding 1.0 FTE Deputy Sheriff, Corrections

RECOMMENDED MOTIONS:

- 1. Move to authorize the application for the remaining annual funding for the Oregon Criminal Justice Commission Deflection Program grant.
2. Move approval of Resolution No. 2024-033 adding 1.0 Deputy Sheriff, Corrections as of June 1, 2024.

BACKGROUND AND POLICY IMPLICATIONS:

The Deschutes County Sheriff's Office is seeking to apply for the remaining \$378,336 of Oregon Criminal Justice Commission's Deflection Program funding.

State of Oregon House Bill (HB) 4002 created a new misdemeanor for possession of a controlled substance. HB 4002 offers pathways to expungement, dismissal, or no charges filed, and encourages distract attorneys and law enforcement to divert a person, in lieu of arrest or prosecution, to a deflection program. A deflection program is a collaborative effort between law enforcement agencies and behavioral health systems that strives to aid individuals in receiving treatment, recovery support services, housing, case management, and/or other services.

On April 17, the Board of County Commissioners gave approval to apply for deflection funding. The initial application for funding has been awarded and the Sheriff's Office seeks approval to apply for the second 50% of funding.

The Sheriff's Office intends to use the funding to develop, coordinate and implement a deflection program with public and community partners, and hire a new 1.0 limited duration FTE Deflection Program Coordinator. The Deflection Program Coordinator will be responsible for convening program partners as needed for the operation of the program, managing grant program funds, and tracking and reporting data required by the Oregon Criminal Justice Commission, including providing notification that a person has completed the program to those entities responsible for sealing records. Should funding no longer support the position, the Sheriff's Office will evaluate whether to absorb the position.

BUDGET IMPACTS:

Estimated additional \$378,336 revenue in FY 2025. Expense of 1.0 FTE Deputy Sheriff, Corrections position to be added to the FY 2025 budget. No adjustment is needed for FY 2024.

ATTENDANCE:

Michael Shults, Captain
Joe Brundage, Business Manager

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution Increasing FTE *
Within the 2023-24 Deschutes * RESOLUTION NO. 2024-033
County Budget *

WHEREAS, the Sheriff’s Office presented to the Board of County Commissioners on 6/5/24, with regards to the Oregon Criminal Justice Commission grant and the request to add 1.00 regular FTE in support of those funds, and

WHEREAS, Deschutes County Policy HR-1 requires that the creation of or increase in FTE outside the adopted budget be approved by the Board of County Commissioners; now, therefore,

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

Section 1. That the following FTE be added:

Job Class	Position Number	Type	Effective Hiring Date	FTE
Deputy Sheriff, Corrections	n/a	Regular	June 1, 2024	1.00
Total FTE				1.00

Section 2. That the Human Resources Director make the appropriate entries in the Deschutes County FTE Authorized Positions Roster to reflect the above FTE changes.

DATED this _____ day of June, 2024.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ATTEST:

ANTHONY DEBONE, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner



BOARD OF
COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 5, 2024

SUBJECT: Order No. 2024-016 reappointing Pro-Tem Judge Gregory Colvin

RECOMMENDED MOTION:

Move approval of Board signature of Order No. 2024-016 reappointing Pro-Tem Judge Gregory Colvin.

BACKGROUND AND POLICY IMPLICATIONS:

Gregory Colvin has served as Justice of the Peace, pro-tem since 2001.

BUDGET IMPACTS:

Pro-tem salaries are provided for in the Justice Court budget.

ATTENDANCE:

Kristal Cozine, Justice Court Administrator

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Approving Appointment of *
Justice of the Peace Pro Tempore *

ORDER NO. 2024-016

WHEREAS, the Board of County Commissioners of Deschutes County, Oregon, finds that it is in the public interest to appoint a second Justice of the Peace Pro Tempore for the Justice Court of Deschutes County to serve in place and in stead of the elected Justice of the Peace during any temporary period of absence or incapacity of the elected Justice of the Peace; and

WHEREAS, the Board of County Commissioners of Deschutes County, Oregon, finds that Gregory P. Colvin, an attorney duly licensed to practice law in the State of Oregon, has sufficient qualifications to serve as Justice of the Peace; now, therefore,

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

Section 1. Pursuant to and in accordance with the provisions of ORS 51.260, Gregory P. Colvin hereby is appointed to serve as Justice of the Peace Pro Tempore of the Deschutes County Justice Court.

Section 2. The period of this appointment shall be from May 16, 2024 through May 15, 2025, unless said appointment is sooner terminated by action of the Board of County Commissioners of Deschutes County, Oregon.

Section 3. The appointed Justice of the Peace Pro Tempore shall only serve as acting Justice of the Peace during a period or periods of absence or incapacity of the elected Justice of the Peace as determined by the elected Justice of the Peace or the Board of County commissioners of Deschutes County, Oregon.

Dated this ____ of _____, 20_____

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DEBONE, Vice Chair

PHIL CHANG, Commissioner

ATTEST:

Recording Secretary