



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

1:00 PM, MONDAY, APRIL 18, 2022

Barnes Sawyer Rooms - Deschutes Services Bldg - 1300 NW Wall St - Bend

(541) 388-6570 | www.deschutes.org

AGENDA

MEETING FORMAT: The Oregon legislature passed House Bill (HB) 2560, which requires that public meetings be accessible remotely, effective on January 1, 2022, with the exception of executive sessions. Public bodies must provide the public an opportunity to access and attend public meetings by phone, video, or other virtual means. Additionally, when in-person testimony, either oral or written is allowed at the meeting, then testimony must also be allowed electronically via, phone, video, email, or other electronic/virtual means.

Attendance/Participation options are described above. Members of the public may still view the BOCC meetings/hearings in real time via the Public Meeting Portal at www.deschutes.org/meetings

Citizen Input: Citizen Input is invited in order to provide the public with an opportunity to comment on any meeting topic that is not on the current agenda. Citizen Input is provided by submitting an email to: citizeninput@deschutes.org or by leaving a voice message at 541-385-1734. Citizen input received by noon on Tuesday will be included in the Citizen Input meeting record for topics that are not included on the Wednesday agenda.

Zoom Meeting Information: Staff and citizens that are presenting agenda items to the Board for consideration or who are planning to testify in a scheduled public hearing may participate via Zoom meeting. The Zoom meeting id and password will be included in either the public hearing materials or through a meeting invite once your agenda item has been included on the agenda. Upon entering the Zoom meeting, you will automatically be placed on hold and in the waiting room. Once you are ready to present your agenda item, you will be unmuted and placed in the spotlight for your presentation. If you are providing testimony during a hearing, you will be placed in the waiting room until the time of testimony, staff will announce your name and unmute your connection to be invited for testimony. Detailed instructions will be included in the public hearing materials and will be announced at the outset of the public hearing.

For Public Hearings, the link to the Zoom meeting will be posted in the Public Hearing Notice as well as posted on the Deschutes County website at <https://www.deschutes.org/bcc/page/public-hearing-notices>.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ACTION ITEMS

1. **1:00 PM** Request to apply for Bureau of Land Management Community Assistance Grant
2. **1:15 PM** Elections Modernization Grant from Oregon Secretary of State's Office
3. **1:30 PM** Consideration of Letter of Support of City of Bend's Grant Application to the Oregon Housing and Community Services
4. **1:45 PM** Debrief on TGM grant for Tumalo Community Plan and rural trails by Sisters

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



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, please call (541) 617-4747.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Monday, April 18, 2022

SUBJECT: Request to apply for BLM Community Assistance Grant

RECOMMENDED MOTION:

Move approval of request to apply for BLM community assistance grant.

BACKGROUND AND POLICY IMPLICATIONS:

Per Deschutes County policy, the Natural Resources Department is requesting permission to apply for a grant opportunity. Currently the Bureau of Land Management (BLM) is soliciting grant proposals for their Oregon/Washington Fuels Management and Community Fire Assistance program.

BUDGET IMPACTS:

If successful, the grant agreement would fund fuel reduction in an amount and timing to be determined by the award.

ATTENDANCE:

Ed Keith, Forester



Grant Application Request

Date:

- 1. Name of Grant: Oregon/Washington Fuels Management and Community Fire Assistance
- 2. Deschutes County contact: Ed Keith
- 3. Funding Agency: USDI Bureau of Land Management
- 4. Grant Amount: requesting \$250,000, may be partially funded over multiple years.
- 5. Does the grant require matching funds? Yes No

No matching funds are required. Staff time to plan and implement work will be used as leverage but will not be budgeted for match.

- 6. Grant duration: Typically 3 years from date of award, funding may be added in years 2 and 3.
- 7. Grant application deadline: April 26, 2022
- 8. Grant description: Fuels reduction activities on non-federal land with adjacency to or beneficial to BLM lands.
- 9. Requested budget (please provide additional line item details under the broad categories listed below):

	Amount Requested
Personnel Services	\$0
Contractual	\$250,000
Travel, admin, other	\$0
Total	\$250,000

10. If the grant request includes FTEs, please fill out the table below.

Position Title	Limited duration or regular position?	FTEs	Notes

11. Other information:

A short description from the BLM grant opportunity:

BLM has an opportunity to work with partner organizations to assist with fuels management and community fire assistance program activities to reduce the risk and impact of catastrophic wildfires to local communities through coordination, reducing the amount of hazardous fuels, and furthering the education of landowners about wildfire prevention and mitigation.

SoS Agreement #PO-16500-00006440

State of Oregon

Election Modernization Grant Agreement

This Grant Agreement (this “Agreement”) is entered into by and between the State of Oregon, acting by and through its Secretary of State’s Office (“SoS”) and Deschutes County, a political subdivision of the State of Oregon, hereinafter referred to as "Grantee", each referred to as a “Party” and collectively as the “Parties”.

SoS Grant Manager:

Name: Molly Woon
Address: 255 Capitol St NE, Suite 180
Salem, OR, 97310
Phone: 971-375-2640
Email: molly.woon@sos.oregon.gov

Grantee Grant Manager:

Name: Steve Dennison
Address: 1300 NW Wall Street, Suite 202
Bend, OR 97703
Phone: 541.388.6549
Email: steved@deschutes.org

1) **Authority**

Pursuant to Oregon House Bill 5006 (2021), SoS is authorized to enter into this Grant Agreement and provide Grantee funding for the purposes described in this Agreement.

2) **Term of Agreement**

This Agreement becomes effective when it has been fully executed by the Parties (the “Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Agreement expires July 31, 2023. Agreement termination will not extinguish or prejudice SoS’s right to enforce this Agreement with respect to any default by Grantee that has not been cured.

3) **Program Activities**

Grantee must use the Grant Funds as set forth in Exhibit A (the “Program”).

4) **Disbursements**

4.1) Disbursement Generally

Subject to the availability of sufficient moneys in and from the Funding Source, SoS will disburse Grant Funds to Grantee for the allowable Program activities described in Exhibit A that are undertaken during the Performance Period.

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4.2) Disbursement Amount and Method

SoS will disburse \$15,000.00 to Grantee no later than July 15, 2022.

4.3) No Duplicate Payment

Grantee may use other funds in addition to the Grant Funds to complete the Program activities; provided, however, that Grantee may not credit or pay any Grant Funds for Program costs that are paid for with other funds and would result in duplicate funding.

4.4) Compliance Review

By receiving Grant Funds, Grantee agrees to participate in a randomly selected review by SoS of Grantee's use of Grant Funds. If selected, Grantee will be notified and must submit documentation to substantiate any of Grantee's claims for reimbursement that are selected by SoS for review.

5) Representations and Warranties

5.1) Grantee Organization and Authority

Grantee represents and warrants to SoS that:

- a) Grantee is an Oregon County duly organized and validly existing;
- b) Grantee has all necessary rights, powers, and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Program;
- c) If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
- d) There is no proceeding pending or threatened against Grantee before any court of governmental authority that if adversely determined would materially adversely affect the Program or the ability of Grantee to carry out the Program activities.

5.2) False Claims Act

Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Program. Grantee certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 10, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

5.3) No Limitation

The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

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6) Termination

6.1) Mutual

This Grant may be terminated at any time by mutual written consent of the Parties.

6.2) By SoS

SoS may terminate this Grant as follows:

- a) At SoS's discretion, upon 30 days advance written notice to Grantee;
- b) Immediately upon written notice to Grantee, if SoS fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient in SoS's reasonable administrative discretion, to perform its obligations under this Agreement;
- c) Immediately upon written notice to Grantee, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that SoS's performance under this Grant is prohibited or SoS is prohibited from funding the Grant from the Funding Source; **or**
- d) Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

6.3) By Grantee

Grantee may terminate this Agreement as follows:

- a) Immediately upon written notice to SoS, if Grantee fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient to perform its obligations under this Agreement;
- b) Immediately upon written notice to SoS, if applicable laws, rules, regulations, or guidelines are modified or interpreted in such a way that the Program activities contemplated under this Agreement are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Program funding; **or**
- c) Immediately upon written notice to SoS, if SoS is in default under this Agreement and such default remains uncured 15 days after written notice thereof to SoS.

6.4) Suspension of Activities

Upon receiving a notice of termination of this Agreement, Grantee must immediately cease all activities under this Agreement, unless SoS expressly directs otherwise in such notice.

7) Indemnity & Liability

7.1) Indemnity

Grantee must defend, save, hold harmless, and indemnify the State of Oregon and SoS and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, contractors, subcontractors, or agents under this Agreement (each of the foregoing individually or collectively a "Claim" for purposes of this Section). If legal limitations apply to the

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indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, or other available non-appropriated funds.

7.2) Defense

Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its sole discretion and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.

7.3) Limitation

Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Agreement, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

7.4) Insurance

7.4.1) *Workers' Compensation*

If Grantee employs subject workers, as defined in ORS 656.027, Grantee must 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). Grantee must require and ensure each of its contractors and subcontractors complies with these requirements.

7.4.2) *Public Body Insurance*

Grantee agreesto insure any obligations that may arise for Grantee under this Grant, including any indemnityobligations, through **(i)** the purchase of insurance; **(ii)** the use of self-insurance or assessments paid under ORS 30.282; or **(iii)** a combination of any or all of the foregoing.

8) Governing Law; Jurisdiction

This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between SoS or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and

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conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may 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 from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

9) Alternative Dispute Resolution

The Parties will attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

10) Default; Remedies

10.1) Grantee Default

Grantee will be in default under this Agreement if:

- a) Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe, or discharge any of its obligations under this Agreement; **or**
- b) any representation, warranty, or statement made by Grantee in this Agreement, or any documents relied upon by SoS to measure Grantee's use of Grant Funds is untrue in any material respect when made; **or**

10.2) SoS Default

SoS will be in default under this Agreement if SoS fails to perform its obligations under this Agreement; provided, however, SoS will not be in default if SoS fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the funding source for this Agreement.

10.3) Grantee Remedies

If SoS is in default, Grantee's sole remedy will be, within the limits set forth in this Agreement, disbursement for Allowable Expenses incurred during the term of the Agreement, less any claims SoS has against Grantee.

10.4) SoS Remedies

If Grantee is in default, SoS may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including without limitation, specific performance, or setoff.

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11) Miscellaneous

11.1) Conflict of Interest

Grantee by signature to this Agreement declares and certifies the award of the Grant and the Program activities to be funded by this Grant Agreement create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer, or employee of Grantee.

11.2) Amendments

The terms of this Agreement may not be altered, modified, supplemented, or otherwise amended, except by written agreement of the Parties.

11.3) Notices

Except as otherwise expressly provided in this Agreement, any notices to be given under this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

11.4) Survival

All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 7, 8, 9, 10.3, 10.4, and this subsection 11.4, and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

11.5) Severability

The Parties agree if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

11.6) Counterparts

This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

11.7) Compliance with Law

In connection with their activities under this Agreement, the Parties must comply with all applicable federal, state, and local laws.

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11.8) Intended Beneficiaries

SoS and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons.

11.9) Assignments; Successors

Grantee may not assign or transfer its interest in this Agreement without the prior written consent of SoS and any attempt by Grantee to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. SoS's consent to Grantee's assignment or transfer of its interest in this Agreement will not relieve Grantee of any of its duties or obligations under this Agreement. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

11.10) Records Maintenance and Access

Grantee must maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Agreement in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Grantee acknowledges and agrees that the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.

11.11) Headings

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

11.12) Agreement Documents

This Agreement consists of the following documents, which are incorporated by this reference and listed in descending order of precedence: **(i)** this Agreement; and **(ii)** Exhibit A – Program Activities & Requirements.

11.13) Entire Agreement

This Agreement and all 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 Agreement. No waiver or consent under this Agreement binds either Party, unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.


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12) Certifications & Signatures

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.


Grantee:

DocuSigned by:

 7E77BDB9FEC646C...
 Signature

Steve Dennison, Deschutes County Clerk 3/28/2022

Name, Title *Date*

State of Oregon, acting by and through its Secretary of State's Office:

DocuSigned by:

 6224BC80DBD444D...
 Signature

Luke Belant, Deputy Elections Director 3/28/2022

Name, Title *Date*

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Exhibit A – Program Activities & Requirements

1. Grantee must utilize the Grant Funds on elections equipment and technology needs which includes, but is not limited to the following:
 - Updating voting machines.
 - Purchasing new processing equipment (mail/ballot sorters, scanners purchased for an elections-focused purpose , and related equipment; tabulator upgrades, postmark scanners, keyed locks, and equipment for implemented upgrades).
 - Video surveillance equipment, including memory for storage and streaming for observation purposes, and/or other security-related upgrades.
 - Ballot drop boxes.
 - Software and/or hardware needed for implementation of risk limiting audits and/or ranked choice voting.

2. Notwithstanding **Exhibit A Section 1** above, Grantee is not permitted to use the Grant funds for the following purposes:
 - Automatic Signature Verification.
 - Ongoing costs, such as (but not limited to) maintenance & support services.

3. Grantee shall ensure that elections equipment and technology purchased with the Grant is compatible with the Oregon Votes System. SoS will provide Grantee with the Oregon Votes specifications upon request.

4. SoS may request a status report on Grantee's use of the funds during the term of this Agreement. Upon such request, Grantee shall respond no later than 60 calendar days. The status report must show how funds are planned to be spent, and should include:
 - planned elections equipment and technology purchase(s);
 - vendor source(s); **and**
 - amount to be spent by item(s) and/or vendor(s).

5. Grantee shall submit a Final Report to SoS no later than June 30, 2023. The Final Report must include the following:
 - Summary of how the Grant funds were spent; **and**
 - Purchasing documentation, which includes Quote(s) and/or Purchase Order(s) itemizing what was purchased, vendor name(s), and the unit cost(s).
 - The Elections Division may request additional detail as necessary on use of funds.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Monday, April 18, 2022

SUBJECT: Elections Modernization Grant from Oregon Secretary of State’s Office

RECOMMENDED MOTION: Consideration of Grant Acceptance.

BACKGROUND AND POLICY IMPLICATIONS:

An Elections Modernization Fund was approved by the Legislature in 2021. The Oregon Secretary of State's office reached out to counties to see what the needs were for funds such as this at the local level. It was determined that the State would help some counties that needed new election equipment, but that each county would be offered a minimum of \$15,000.00.

Some of the conditions of the grant include: Grantee must utilize the Grant Funds on elections equipment and technology needs which includes, but is not limited to the following:

- Updating voting machines.
• Purchasing new processing equipment (mail/ballot sorters, scanners purchased for an elections-focused purpose, and related equipment; tabulator upgrades, postmark scanners, keyed locks, and equipment for implemented upgrades).
• Video surveillance equipment, including memory for storage and streaming for observation purposes, and/or other security-related upgrades.
• Ballot drop boxes.
• Software and/or hardware needed for implementation of risk limiting audits and/or ranked choice voting.

BUDGET IMPACTS: The grant funds will be provided to Deschutes County in the beginning of FY23. We will submit a final report to the SOS by the end of FY23 summarizing how the money was spent.

ATTENDANCE: Steve Dennison, County Clerk



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: April 18, 2022

SUBJECT: Consideration of Letter of Support of City of Bend’s Grant Application to the Oregon Housing and Community Services

RECOMMENDED MOTION:

Move approval to submit letter in support of the City of Bend’s OHCS grant application.

BACKGROUND AND POLICY IMPLICATIONS:

The City of Bend has entered into an agreement with Shepherd’s House Ministries to develop and operate a Navigation Center at the city-owned Second Street Shelter. The agreement is for a term of three-years and includes the option for two two-year extensions. Per House Bill 2006 (2021), a Navigation Center is a low-barrier emergency shelter that is open seven days per week and connects individuals and families with Health services, permanent housing and public benefits. The Navigation Center is an innovative and responsive approach to challenges facing our community.

The Navigation Center will enable multiple providers to meet with clients in a single, accessible location. Behavioral health is a critical element to this coordinated service hub. By enhancing the response system, engaging early to screen houseless clients for mental health services, and offering access appointments, we hope to see improved outcomes for individuals with mental health symptoms and complex barriers.

The State of Oregon has allocated \$2.5 million to the City of Bend to create a Navigation Center. Oregon Housing and Community Services (OHCS) has made another \$1 million dollars available through a grant process. As part of the OHCS grant, there is an opportunity to request additional funds to support a Behavioral Health Partnership with Deschutes County Health Services (DCHS) for an embedded Behavioral Health Specialist.

Should the City secure funding for a full-time position, a Behavioral Health Specialist 1 would be hired, trained and supported by the DCHS and permanently located at the Navigation Center. The cost of the position would be \$135,000 annually, \$405,000 for three years. The City of Bend would pass through funds to DCHS to fund the position.

To support our mental health system and increase access to behavioral health services to those in need, Deschutes County Behavioral Health would like to support the City of Bend and the Navigation Center. This letter represents our commitment to support and collaborate with the City of Bend with the intention of adding a funded Behavioral Health Specialist 1 if the City's application is funded.

BUDGET IMPACTS:

No budget impact at this time. If the City of Bend obtains OHCS funding for the Behavioral Health Specialist I position, \$135,000 revenue annually.

ATTENDANCE:

Janice Garceau, Director, Behavioral Health Division



HEALTH SERVICES

2577 NE Courtney Drive, Bend, Oregon 97701
Public Health (541) 322-7400, FAX (541) 322-7465
Behavioral Health (541) 322-7500, FAX (541) 322-7565
www.deschutes.org

April 18, 2022

Janice Garceau, LCSW, Behavioral Health Director
Deschutes County Health Services
Behavioral Health Division
2577 NE Courtney Dr.
Bend, Oregon 97701

Re: Letter of Agreement to Partner

To Oregon Housing and Community Services Grant Review Team,

To support our mental health system and increase access to behavioral health services to those in need, Deschutes County Behavioral Health intends to support the City of Bend and the Navigation Center. Should the City secure funding for a full-time position, a Behavioral Health Specialist 1 will be hired, trained and supported by the County and permanently located at the Navigation Center. This position will cost \$135,000 annually and the City can act as a pass through. As the Navigation contract is for three years with two possible two years extension, the County encourages/supports a three year ask at \$405,000.

The Navigation Center represents an innovative and responsive approach to the challenges facing our community. The Center will enable multiple providers to meet with clients in a single, accessible location. Behavioral health is a critical element to this coordinated service hub. The Navigation Center will increase our coordinated access to services through additional grant funding to support a dedicated Deschutes County Behavior Health staff to serve individuals experiencing acute mental health symptoms. Through enhancing the response system, engaging early to screen houseless clients for mental health services and offering access appointments we hope to see improved outcomes for individuals with mental health symptoms and complex barriers.

This letter represents our commitment to support and collaborate with the City of Bend and its partners in order to provide professional behavioral health services. We acknowledge the need for a safe space for our individuals and families to go for support when experiencing homelessness.

I urge Oregon Housing and Community Services to provide funding for this important project. Now is indeed the time to support our mental health providers and increase access to services for those in need.

Sincerely,



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: April 18, 2022

SUBJECT: Debrief on TGM grant for Tumalo Community Plan and rural trails by Sisters

RECOMMENDED MOTION:

None

BACKGROUND AND POLICY IMPLICATIONS:

Staff will update the Board on the status of the Transportation Growth Management (TGM) to update the bike/ped/transit section of the Tumalo Community Plan and implement the rural trails for Sisters Country Vision Action Plan.

BUDGET IMPACTS:

None

ATTENDANCE:

Peter Russell, Senior Transportation Planner, CDD



MEMORANDUM

DATE: April 13, 2022

TO: Board of County Commissioners

FROM: Peter Russell, Senior Transportation Planner

RE: April 18 debriefing on Transportation Growth Management (TGM) grant for 1) Tumalo Community Plan update; 2) rural trails for Sisters Country

The TGM Program is a joint planning grant program run by the Oregon Department of Transportation (ODOT) and Department of Land Conservation and Development (DLCD). In the summer of 2020, Deschutes County applied for a \$75,000 grant to 1) Update the Tumalo Community Plan (TCP) and 2) implement the rural trails portion of the Sisters Country Vision Action Plan (SCVAP). Staff is providing an update on the grant’s current status and coming events.

I. BACKGROUND

The County applied for the TGM grant in late June 2020 and was selected in September 2020. ODOT gave the Notice to Proceed (NTP) on February 3, 2022, and the County entered into an agreement with Kittelson and Associates (KAI) to be the project’s consultant. The grant will focus specifically on the bicycle, pedestrian, and transit components (aka Active Transportation) of the TCP. The rural trails portion of the TGM grant will focus on areas outside of Sisters and identify and map general corridors for trails to connect Sisters Country and the City of Sisters. Locations on Deschutes National Forest lands are not under County jurisdiction and likely will require further environmental work beyond the grant’s scope. The TCP bike/ped/transit plan and Sisters Country rural trails may trigger amendments to portions of the Bike/Pedestrian (Section 5.5) of the Deschutes County Transportation System Plan (TSP). The amendments could include revised text, goals and policies, and maps.

II. TGM GRANT AND TCP OVERALL UPDATE

KAI and County staff have identified members for the advisory committee for both the Tumalo and rural trails elements, including Board of County Commissioners Chair Adair (rural trails) and Commissioner DeBone (Tumalo) and Planning Commissioners Swisher (rural trails, then Chair

Keiras as Swisher’s term ends in several months) and Altman (Tumalo). Staff and KAI have set a draft timeline for the project, including a May 3 internal meeting with ODOT staff. Other advisory committee members were drawn from local businesses, ODOT, Three Sisters Irrigation District (TID), Cascades East Transit (CET) and US Forest Service. For the TCP, staff has received interest in the resident position, although the person must live in Tumalo.

Staff is also updating the entire TCP and its sections on land use, public infrastructure, and transportation. Planning will hold a kickoff meeting at 6 p.m. Wednesday, May 11, at the Tumalo Community School. At that kickoff meeting staff will provide a brief survey, describe the purpose of the TCP and why it’s being updated, and ask attendees to discuss their issues, concerns, and hopes for Tumalo. Staff will also mention the opening for a Tumalo resident on the TGM advisory committee.

Both the TGM project and the TCP overall update will have an online presence where the public can view StoryMaps, which are webpages with text, photos, maps, and the ability to post questions and leave contact information. Both the Road Department and the Building Division have graciously provided drone footage of Tumalo, which will be utilized in the online materials. Staff has used StoryMaps in previous public outreach efforts regarding wildfire and wildlife.

The TGM project and the TCP overall update will take approximately 12-18 months to complete, including public hearings before the PC and the Board.

III. COMPLEMENTARY PLANNING EFFORTS

The Road Department has funded the update of the Transportation System Plan to 2040. That effort is underway and the TGM grant and the TCP overall update will inform the bike, ped, and transit sections of the TSP. The Planning Division is going to begin updating the Deschutes County Comprehensive Plan to 2040 as well. The TCP is a subset of that plan.

IV. CONCLUSION

Staff is prepared to answer any questions.