



**COORDINATED HOUSELESS RESPONSE OFFICE
MEMORANDUM OF UNDERSTANDING**

**Between
Deschutes County and COIC
(Deschutes County Document 2024-182)**

This Memorandum of Understanding (“MOU”) is entered into between Deschutes County (“County”) and the Central Oregon Intergovernmental Council (“COIC”), each a “party” and referred to collectively as the “parties” in this MOU, for the purpose of working jointly to support the Coordinated Houseless Response Office.

RECITALS

- A. Deschutes County (“County”) and the cities of Bend, La Pine, Redmond and Sisters (collectively, the “Cities”) entered into a Revised Intergovernmental Agreement dated November 30, 2023 (the “IGA”) to support a joint effort to implement HB 4123 and establish the Coordinated Houseless Response Office (“CHRO”). The IGA includes language that the County and Cities support the structure of the Central Oregon Intergovernmental Council providing operational staffing for the CHRO.
- B. County and COIC enter into this MOU to memorialize their individual commitments to support the CHRO.

AGREEMENT

- A. **Effective Date and Duration:** this MOU is effective on the date signed by both Parties. The MOU shall remain in effect until June 30, 2027, unless extended by both Parties or terminated as provided in Section K.
- B. COIC agrees to:
 - 1. Provide operational staffing for the CHRO and assist with the execution of the deliverables required by HB4123 and directed by the CHRO Board to:
 - Provide high-level coordination, centralized communication, and strategic visioning;
 - Identify opportunities to more effectively leverage existing funds and access new resources; and,
 - Create a more equitable, accessible, and responsive system for residents experiencing homelessness.
 - 2. Hire the appropriate staff to deliver on roles and responsibilities outlined in HB4123 and this MOU and expand capacity through hiring and

management of staff or the hiring of consultants with CHRO Board approval.

3. Work with the County and Cities to align state, county, and city resources to implement the Coordinated Houseless Response Office 5-Year Strategic Plan (including sustainable funding for the CHRO beyond the HB 4123 two-year grant fund).
4. Support community partners in strengthening and streamlining service provision and affordable housing development and supports under a shared set of principles, priorities, and strategies.
5. Continued support of the coordinated homeless response system that consists of, at a minimum:
 - An Oversight Board, also known as the Governing Board or CHRO Board of Directors ("Board"), comprised of one elected official from the County, one from each of the Cities and one non-voting member appointed from NeighborImpact (representing the Community Action Agency) and the Homeless Leadership Coalition (representing the Continuum of Care);
 - An Advisory Committee comprised of 12-16 members appointed by the Board as outlined in CHRO Board By Laws (attachment to the Revised IGA);
 - Plans for coordination with any local Continuum of Care (CoC) receiving funding under 24 C.F.R. part 578; and,
 - Point of contact for the office.
6. Provide staffing capacity and support to assist the CHRO Board with the implementation of the CHRO's 5-Year Strategic Plan and support continuous improvement of the plan to achieve its mission.
7. Provide Deschutes County and the CHRO Board a quarterly written update on progress implementing the CHRO 5-Year Strategic Plan, and meet with the CHRO Board by December 31 of each year to provide a report addressing at minimum the following:
 - Successes with COIC's role managing the CHRO;
 - Improvements needed with COIC's role managing the CHRO;
 - Suggested adjustments and/or changes for COIC and/or CHRO; and,
 - Any difficulties or barriers preventing the successful achievement of the outlined shared goals.

8. Quarterly, send an invoice to the County setting forth the fee and include a detailed summary of the work performed during the quarter including breakdown of internal services cost. County shall review all submitted invoices promptly and shall pay all undisputed amounts within 30 days of County's receipt of the invoice.

C. Deschutes County agrees to:

1. Continue being the grant recipient, maintaining its responsibility of managing the \$1 million allocated funding and additional state funding for the program, if any, and reporting to the state. Deschutes County will pay COIC its full cost of operating the CHRO until the \$ 1 million of state grant funds have been expended. Once the \$ 1 million of state grant funds have been fully expended, the Cities and County intend to ensure that the office continues to be funded as required by HB4123 – a minimum of five-years since the CHRO's inception on December 7, 2022.
 2. On a quarterly basis, pay COIC for the full cost of operating the CHRO and supporting the CHRO Board, Advisory Committee and any other CHRO related directives. Expenses to be reimbursed will include allocated wages, benefits and all associated payroll expenses for all employees that directly work on CHRO objectives during the quarter, and the cost of the COIC internal services team such as communications, data, and/or administrative staff assigned for services listed in section B, along with all material and service costs incurred to support CHRO an amount not to exceed \$400,000 annually. If the cost to support the CHRO exceeds \$400,000 annually, COIC and Deschutes County will meet to discuss budget updates before incurring expenditures over \$400,000 annually.
- D. Under the terms of this agreement, COIC will not provide direct services such as housing and/or perform public agency camp removal.
- E. Retention of Records. All parties to this MOU shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). Parties agree to maintain and retain all financial records, supporting documents, statistical records and all other records pertinent to this MOU during the term of this MOU and for a minimum of three (3) years after the expiration or termination date of this MOU or until the resolution of all audit questions, investigations or claims, whichever is longer, in accordance with Oregon law.

- F. Audits and Investigations. The County, either directly or through a designated representative, may conduct financial and performance audits, investigations, and/or review of the billings and products or services of CHRO at any time in the course of the MOU and during the records retention period listed above. Audits shall be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.
- G. Access to Information. The County may examine, audit, investigate, review and/or copy books, documents, papers, and records relating to CHRO at any time during the records retention period listed above upon reasonable notice. Copies of applicable records shall be made available upon request. The County may also interview employees upon reasonable notice.
- H. Public Records Requests. In the event of a public record request, COIC is considered custodian of the public records of CHRO. To the extent more than one public body is the custodian of a given record, those bodies shall consult to determine whether the record may be exempt from disclosure.
- I. Insurance. COIC shall maintain Commercial General Liability insurance with a combined single limit of not less than \$1 million per single claimant and incident and \$2 million for all claimants arising from a single limit. Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance or self-insurance of County, its officers, employees or agents. Each such policy obtained by COIC shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent.

The Commercial General Liability policy shall be endorsed to name *Deschutes County, its officers, agents, employees and volunteers as an additional insured*. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. COIC shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. The additional insurance protection shall extend equal protection to County as to COIC or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

COIC shall maintain automobile liability insurance with a combined single limit of not less than \$1 million.

COIC shall provide workers' compensation coverage for all subject workers.

- J. Indemnification: To the fullest extent permitted under applicable law, each Party will defend, indemnify, and hold the other Party and the other Party's Representatives harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the party's breach and/or failure to perform the party's representations, warranties, covenants, and/or obligations contained in this Agreement. Each party's indemnification obligations provided under this Section will survive the termination of this Agreement.

- K. Severability: If any provision of this MOU is held illegal or unenforceable in any respect, the remaining provisions remain in full force and effect to the extent possible.

- L. Termination: either party may terminate this agreement with 90 days prior written notice to the other party. If this Agreement is terminated prior to the end of the agreement period, COIC shall be reimbursed for all work completed through the termination date.

- M. Relationship. Each party is an independent contractor of the other Party. This MOU does not create a joint venture and/or agency relationship between the Parties. No Party has the authority to bind the other Party or represent to any person that a Party is an agent of the other Party.

- N. Applicable Law; Venue; Attorney Fees. This MOU will be construed, applied, and enforced in accordance with the laws of the State of Oregon. Any action or proceeding arising out of this MOU will be litigated in courts located in Deschutes County, Oregon. Each Party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon. With respect to any dispute relating to this MOU, each party shall bear its own costs and attorney fees.

DESCHUTES COUNTY

CENTRAL OREGON INTER-
GOVERNMENTAL COUNCIL

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____