



**Memorandum of Understanding Between Deschutes County and Healthy
Democracy in Support of the Central Oregon Civic Action Project for a Civic
Assembly on Youth Houselessness
Document Number 2024-459**

This Memorandum of Understanding (“MOU”) is between Deschutes County (“County”) and Healthy Democracy to support the Central Oregon Civic Action Project’s (“COCAP”) efforts to expand and strengthen local civic engagement related to youth houselessness in the Greater Bend-Redmond Area.

RECITALS:

A. Healthy Democracy seeks to establish and empower a Citizens’ / Civic Assembly (“Assembly”). The Assembly is a group of Central Oregonians selected by civic lottery who are broadly representative of the Deschutes County Area. They will spend significant time learning and collaborating through facilitated deliberation to find common ground and form collective recommendations for policy makers, decision makers, and the community;

B. The collaborative nature of the Assembly supports the County’s Fiscal Year 25-26 strategic goals of “Continu(ing) to enhance community participation and proactively welcome residents to engage with County programs, services and policy deliberations” and “Ensur(ing) children, youth and families have equitable access to mental health services, housing, nutrition, child care, and education/prevention services;”

C. The leaders of the Assembly have proposed to tackle the complex issue of youth houselessness through this unique democratic exercise that engages a representative sample of everyday residents, comprising the Assembly. The County Commission desires to acknowledge support of this process and encourages COCAP to also work with the Central Oregon Intergovernmental Council, school districts, the State of Oregon, local non-profit agencies, the faith community and city councils with jurisdiction as it works through this process to address the challenges of homeless youth; and

D. The Deschutes County Commission is interested in the collaborative model and open to studying the results of the process and consideration of the recommendations of the Assembly to the extent the County has jurisdiction, dedicated funding, or authority over the identified solutions.

NOW THEREFORE, the Parties agree that:

AGREEMENT:

1. Authority to Sign. The Parties by signing below represent that each has the authority to enter into this MOU and it has been duly authorized by each Party.

2. Purpose. The purpose of this MOU is to acknowledge the County's support of the Assembly's civic lottery process on a matter of wide community interest and to set forth the County's commitment to consider and participate as appropriate in its process as described in this MOU.

3. Commitments.

A. The County will endeavor to cooperate with the Assembly on youth houselessness to the best of its ability, consistent with applicable law, including but not limited to providing publicly available information to the Assembly as requested, subject to available staffing and resources, as solely determined by the County;

B. The County will allow the Assembly to disclose and promote the County's involvement in the Assembly through this MOU as allowed by law;

C. Consistent with applicable public records laws, the County will coordinate with COCAP to provide GIS and other data to facilitate the civic lottery process, to the extent such data is within County records rather than those of city staffs, and subject to available staffing and resources, as solely determined by the County;

D. The County will hold at least one public meeting on the final recommendation (including any results and reports) of the Assembly, subject to scheduling by the County Administrator, to include the possibility of joint meeting(s) with other government entities;

E. Where consistent with applicable laws, the County will endeavor to consider and respond to any policy, program, and budgeting recommendations on which the County has authority, dedicated funding, and/or jurisdiction to act;

F. COCAP will regularly consult with and update the County through the County Administrator's office on plans and implementation of the Assembly; and

G. Healthy Democracy is responsible for all aspects of the Assembly, including but not limited to the democratic lottery, the accessibility measures and ADA requirements, identifying meeting locations and scheduling meetings, the hiring of consultants as needed, and the process and functioning of the Assembly.

4. Limitations.

A. This MOU does not obligate the County to financially support the Assembly, provide staff support, or provide any other resources.

B. The County is not liable for the acts, errors, or omissions of Healthy Democracy or its Agents. Healthy Democracy is an independent contractor/entity.

C. Nothing in this MOU delegates any governmental authority to the Assembly or otherwise confers any governmental function otherwise existing under federal, state, county, city, or tribal laws, to Healthy Democracy.

5. Insurance and Indemnification

- 1) **General Liability Insurance.** Healthy Democracy shall carry general liability insurance, on an occurrence basis; with a combined single limit of not less than \$1,000,000 each occurrence, with an annual aggregate limit of \$2,000,000. Healthy Democracy shall provide Deschutes County with a certificate of insurance, as well as an endorsement, naming Deschutes County, its officers, agents, and employees and volunteers as an additional insured. There shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage during the term of this MOU.
- 2) **Workers Compensation.** Healthy Democracy shall provide workers compensation insurance for its employees at all times for the duration of this MOU. Healthy Democracy shall provide Deschutes County proof of workers compensation insurance upon request.
- 3) **Automobile Liability.** Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Healthy Democracy employees driving on County property shall maintain a personal automobile policy of no less than the minimum insurance requirements set by the State of Oregon (ORS 806.070).
- 4) **Indemnity and Hold Harmless.**
 - a) To the fullest extent authorized by law Healthy Democracy shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Healthy Democracy or its officers, employees, contractors, or agents under this MOU, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Healthy Democracy that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.

- b) Healthy Democracy shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither Healthy Democracy nor any attorney engaged by Healthy Democracy shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall Healthy Democracy settle any claim on behalf of the Count without the approval of the County's legal counsel.
- c) To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this MOU.

5) Certificate of Insurance Required. Healthy Democracy shall furnish a current Certificate of Insurance to the County with the signed MOU. Healthy Democracy shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Healthy Democracy shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County. Any violation by Healthy Democracy of this Certificate of Insurance provision shall, at the election of County, constitute a material breach of the MOU.

6. Effective Date, Term, Withdrawal, Termination.

- A. This MOU is effective as of the date both parties sign this MOU.
- B. This MOU shall terminate on June 30, 2026. Parties to this MOU may extend this MOU by written amendment to this MOU.
- C. Either party may terminate this MOU at any time, in its discretion, upon written notice to the other party.

Healthy Democracy

Deschutes County

 Name: Grace M. Taylor
 Title: Director of Operations
 Date: _____

 Date: _____