



CITY OF BEND



****DRAFT** 11/14/24**

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF BEND AND DESCHUTES COUNTY FOR
PROPERTY AND LAND MANAGEMENT SERVICES FOR JUNIPER RIDGE**

Deschutes County Document 2024-888

City of Bend Document XXXX

This Intergovernmental Agreement ("Agreement") is entered and effective _____ by and between the City of Bend, an Oregon Municipal Corporation ("City") and Deschutes County, a political subdivision of the State of Oregon ("County"), each a "Party" and together the "Parties".

RECITALS

- A. By the authority granted in ORS 190.010, a unit of local government may enter into intergovernmental agreements for the performance of any or all functions and activities which a party to the Agreement, its officers or agencies have the authority to perform.
- B. The City and County designated a Temporary Safe Stay Area("TSSA") in Juniper Ridge pursuant to a joint resolution (Deschutes County Resolution 2024-046 and Bend City Council Resolution No. 3401). The Temporary Safe Stay Area is further depicted on Exhibit A.
- C. Pursuant to said authority the City and County desire to enter into an Agreement to share costs for housing-focused case management services in the TSSA.

TERMS OF AGREEMENT

1. **Effective Date; Duration.** This Agreement shall become effective when signed by both Parties. Unless sooner terminated, this Agreement shall expire December 31, 2026, but may be extended if mutually agreed to by the Parties. Termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default or defect in performance that has not been cured.

3. County Obligations:

a. The County will contribute \$400,000 to the City of Bend for the City to utilize a total of \$800,000 to pay contractors to provide housing-focused case management services in the TSSA.

2. City Obligations:

a. The City agrees to contribute \$400,000 of its own funds for a combined total of \$800,000 to be used for housing-focused case management services in the TSSA. The City will not utilize ARPA grant funds that it received previously from the County for its \$400,000 contribution.

b. The housing-focused case management services will be provided to individuals currently experiencing unsheltered homelessness in the TSSA. These services will be offered multiple times per week and assuming approximately 4 hours of services per week per family. Additionally, regional data management for the TSSA, including coordination of case conferencing meetings, technical support, and completion of consolidated reports for outreach providers may be eligible for utilization of the \$800,000 funding. Funding may also be utilized for follow up contacts for individuals and families that have moved away from the TSSA but will benefit from continued outreach and case management services.

c. Case management shall include, but is not limited to:

- Assistance applying for housing and housing assistance
- Identifying and assisting the client to overcome barriers to more permanent housing
- Health care referrals (physical, dental, behavioral, substance use disorder)
- Assistance in acquiring necessary documentation, such as ID cards, licenses, birth certificates, and DD-214 documents (military discharge papers).
- Assistance in accessing public benefits, such as SSI, SSDI, unemployment, TANF (Temporary Assistance for Needy Families), and Oregon Trail Benefits
- Employment support, job skills development, and education resources

d. All contracts with providers of case management in the TSSA will require creation of individualized service plans with participants and require coordination with other providers, including attending case conferencing meetings, to avoid duplication of services. Providers will also be required to utilize the Homeless Management Information System (HMIS) and submit data to the City through regular monthly reporting including transitions to more permanent housing.

e. The City of Bend shall require entities contracted to provide housing-focused case management services to have sufficient insurance to cover the Oregon Tort Claims Act and name Deschutes County, its officers, agents, employees, and volunteers as an additional insured.

4. General Terms.

a. The Parties, by mutual written Agreement, may terminate this Agreement at any time. Either party to this Agreement may terminate for convenience, upon 30 days written notice.

b. Indemnity and Hold Harmless.

- i. To the fullest extent authorized by law each party shall defend, save, hold harmless and indemnify the other party 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 that party or its officers, employees, contractors, or agents under this Agreement.
- ii. The indemnifying party shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither party nor any attorney engaged by that party shall defend the claim in the name of the other party or any department or agency thereof, nor purport to act as legal representative of that other party or any of its departments or agencies without first receiving from that party's Legal Counsel, in a form and manner determined appropriate by that party's Legal Counsel, authority to act as Legal Counsel for that party, nor shall the party settle any claim on behalf of the other party without the approval of that party's Legal Counsel.
- d. The Parties agree to attempt to resolve any disputes related to this Agreement by first meeting with the City Manager and Deschutes County Administrator. In the event dispute resolution is unsuccessful, this Agreement will be construed, applied and enforced in accordance with the laws of the State of Oregon. Any action or proceedings arising out of the Agreement will be litigated in the courts located in Deschutes County, Oregon.
- e. All recitals are hereby incorporated and made a part of this Agreement.

6. Insurance

The Parties shall maintain commercial general liability insurance, including through self-insurance under ORS 351.096, in an amount sufficient to cover the maximum liability under the Oregon Tort Claims Act, as those limits may be increased over time, insuring against bodily injury and property damage from all activities, conditions, and operations under this Agreement. To the maximum extent possible under their respective insurance policies, the Parties agree to waive subrogation for claims arising from the obligations of this Agreement.

7. Notices

All notices and demands of a legal nature that either Party may be required or may desire to serve upon the other Party shall be in writing and shall be served upon the other Authorized Coordinator by personal service, email followed by mail delivery of the original of the notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, postage prepaid, addressed to the authorized coordinator for the other Party.

CITY OF BEND, OREGON

Eric King, City Manager

Date

APPROVED AS TO FORM:

City Attorney's Office

Date

DESCHUTES COUNTY

Nick Lelack, County Administrator

Date

APPROVED AS TO FORM:

County Counsel

Date