



SECOND INTERGOVERNMENTAL AGREEMENT COORDINATED HOUSELESS RESPONSE OFFICE (CHRO)

PARTIES

- Deschutes County, a political subdivision of the State of Oregon, (“County”)
- City of Bend, an Oregon Municipal Corporation, (“Bend”)
- City of La Pine, an Oregon Municipal Corporation, (“La Pine”)
- City of Sisters, an Oregon Municipal Corporation, (“Sisters”)
- City of Redmond, an Oregon Municipal Corporation, (“Redmond”)

RECITALS

- A. ORS 190.010 authorizes units of local government to enter into Intergovernmental Agreements (“IGA”) for the performance of any or all functions which a Party to the IGA has the authority to perform.
- B. The Parties to this IGA agree to support a joint effort to implement [HB 4123](#) and establish and provide oversight for a Coordinated Houseless Response Office Pilot (“Office”).
- C. The participating local government agencies under HB 4123 include: Deschutes County and Cities of Bend, La Pine, Redmond, and Sisters (County/Cities). The Oversight Board for the Office and the HB 4123 project has been comprised of one (1) elected official from each County/Cities. In addition, one (1) Central Oregon Continuum of Care Board representative and one (1) NeighborImpact representative will be added to the Board as non-voting members (“Board”).
- D. The Board provides policy direction to the Office. The Board submitted a Coordinated Houseless Response Office (“CHRO”) 5-Year Strategic Plan, dated August 14, 2023, to guide the work of the Office, to the State in compliance with HB 4123.
- E. The Parties entered into an Intergovernmental Agreement Coordinated Office on Houselessness, effective December 7, 2022 (“original IGA”). The Parties intend that the Office will now operate under the general direction of the Central Oregon Intergovernmental Council (“COIC”) Executive Director or designee with consultation from HB 4123 participating local government agencies or administrative leadership, and subject to oversight and policy direction by the oversight Board. COIC’s roles and responsibilities, payments, timelines and check-ins, etc., will be set forth in a separate agreement, including a Scope of Work, between COIC and Deschutes County.
- F. COIC’s legal representative will act as legal advisor to the COIC for matters related to the Office and COIC’s role in operating the Office. It is expected that COIC’s legal counsel will consult with attorneys for the Parties as needed. Deschutes County counsel will represent the County Administrator and the

related to the Office and COIC's role in operating the Office. It is expected that COIC's legal counsel will consult with attorneys for the Parties as needed. Deschutes County counsel will represent the County Administrator and the County, and the other parties will be represented by their own legal counsel for the purpose of implementing this IGA. Nothing in this IGA is intended to abrogate, waive, or diminish the attorney-client privilege or other confidentiality provisions applicable between County/Cities elected officials and County/Cities employees and legal counsel for their respective County/Cities.

- G. Parties to this IGA will appoint a staff liaison to attend Board meetings and work/coordinate with the Office.
- H. Board members will serve as the sole liaisons between their respective elected body or organization and the Office to provide updates and/or request for commitments or actions.
- I. The Board's purpose, authority, membership, terms, roles, and responsibilities, and more are outlined in the Board bylaws in the attached Exhibit 1.
- J. As an entity authorized by statute and formed by an IGA with the authority to make decision on policy and administration, the Board is considered a public body for the purposes of the public meetings law, will hold noticed meetings open to the public, and otherwise act in accordance with Oregon Public Meetings Law.
- K. The Office will include an Advisory Committee. The Advisory Committee's Description, Distinction from the Governance Board, Roles and Responsibilities, Membership Categories and Advisory Committee Terms, are outlined in the Board bylaws in the attached Exhibit 1.
- L. The Office will coordinate with and develop partnerships with local and regional stakeholders as specified in House Bill 4123.
- M. The Office is funded with initial pilot funding of \$1,000,000 provided by the State of Oregon. County/Cities are responsible for continuing future funding commitments starting year 3 and for no less than five years as required in HB 4123 to continue the Office.

TERMS OF AGREEMENT

1. **Original Agreement Void.** The parties intend that upon the effective date of this IGA, the Original IGA shall be void and of no further effect. All references to the "IGA" in this document are to the Second IGA between the Parties.
2. **Effective Date/Duration.** This IGA shall be effective when signed by the last Party to the Agreement. Unless extended or earlier terminated in a writing signed

by all of the Parties, this IGA terminates on June 30, 2027.

3. **Commitment to Support.** Parties to this IGA commit to support the Office for a total of not less than five fiscal years from the time the Parties received the grant funding under HB 4123 which was June 2022, or until this IGA terminates on June 30, 2027 (unless extended). The Parties understand that this IGA will need to be amended as the funding and commitments for years 3-5 are further defined and clarified by the Parties.
4. **Strategic Plan.** The Board adopted a five-year strategic plan as required by HB 4123. The Board may update and change the five-year strategic plan.
5. **Member Obligations.**
 - a. Subject to the ongoing financial commitment of each participating agency as outlined in Section 3 above, Deschutes County will enter into a separate agreement with COIC to provide functional support of the Office, including high level coordination, centralized communication, strategic visioning, leveraging existing funds and accessing new resources, leading the implementation of the strategic plan, helping create a responsive system county-wide for residents experiencing homelessness and other tasks as further set forth in the separate agreement. The separate agreement will include COIC's roles and responsibilities, payments, timelines and check-ins, and other tasks. Deschutes County will continue to be the grant recipient and maintain its responsibility for managing the \$1 million fund and reporting to the state, including when designating and assigning work to COIC, consistent with the State Grant Agreement.
 - b. Deschutes County will provide a staff liaison.
 - c. Bend will provide a staff liaison.
 - d. La Pine will provide a staff liaison.
 - e. Sisters will provide a staff liaison.
 - f. Redmond will provide a staff liaison.
6. **General Terms.**
 - a. Assignment. This IGA, and each Party's rights and responsibilities associated with this IGA may not be assigned.
 - b. Entire Agreement. This IGA sets forth the entire agreement of the parties with respect to the subject matter of the IGA and supersedes any and all prior negotiations, discussions,

agreements and understandings of the parties.

- c. Recitals. The Recitals are incorporated into and made part of this IGA.
- d. Board Meetings. The Board has established a schedule where they meet regularly at noticed public meetings. See Board bylaws in attached Exhibit 1 for more information about Board meetings including membership, terms, attendance policy, frequency, officers, and other relevant provisions.
- e. Dispute Resolution. The Parties agree to attempt to resolve any disputes related to this IGA first by meeting between the City Managers involved in the dispute and the County Administrator. As needed, the Parties will communicate with the COIC Executive Director but understand that COIC is not a party to this IGA. In the event dispute resolution is unsuccessful, this IGA will be construed, applied and enforced in accordance with the laws of the State of Oregon. Any action or proceedings arising out of this IGA will be initiated in the Circuit Court of Deschutes County, Oregon.
- f. Severability. If any provision of this IGA is held illegal or unenforceable in any respect, the remaining provisions remain in full force and effect to the extent possible.
- g. Access to Records. All parties to the IGA shall maintain fiscal records and all other records pertinent to this IGA.
 - 1. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
 - 2. All records shall be retained and kept accessible for at least three years, or as otherwise required to be retained by Oregon law.
 - 3. If an audit, litigation or other action involving this IGA is started before the end of the three-year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.
 - 4. All Parties to this IGA and their authorized representatives have the right to direct access to all associated books, documents, papers, and records related to this IGA for the purpose of conducting audits and examinations and making copies, excerpts, and transcripts.

5. In the event of a public records request, the COIC is considered the custodian of the public records of the Board. To the extent more than one public body is the custodian of a given public record, when a city or county receives a request, it has received from another public body, it may consult with the originating body to determine whether the records may be exempt from disclosure.
- i. Amendment/Extension. This IGA may be amended or extended by mutual written agreement of the Parties.
 - j. Indemnification. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, each Party shall defend, indemnify, and hold each other Party, and its officers, agents, employees and volunteers, harmless against all liability, claims, losses, demands, suits, fees and judgments (collectively referred to as "claims") that may be based on, or arise out of, damage or injury (including death) to persons or property caused by or resulting from any act or omission of the Party in connection with the performance of this IGA or by conditions created thereby or based upon violation of any statute, ordinance or regulation. This indemnification shall not apply to claims caused by the sole negligence or willful misconduct of the other Party, its officers, agents, employees and volunteers. The Parties agree that they are not agents of each other and are not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.
 - k. Each Party has reviewed this IGA with its own legal counsel.
 - l. The persons signing below acknowledge they have read and understood this agreement and certify that they have authorization from their governing bodies to execute this IGA and be bound by its terms.

CITY OF BEND

DESCHUTES COUNTY

By: Eric King, City Manager

Nick Lelack, County Administrator

Date: _____

Date: _____

CITY OF LA PINE

Title:
Date: _____

CITY OF SISTERS

Title:
Date: _____

CITY OF REDMOND

Title:
Date: _____

Exhibit 1 – CHRO BOARD BY LAWS (attached)



Deschutes County and Cities of Bend, La Pine, Redmond, and Sisters
Coordinated Houseless Response Office (CHRO)

BOARD BYLAWS

Introduction

Deschutes County and the Cities of Bend, La Pine, Redmond, and Sisters worked together to secure \$1 million in state funding via House Bill 4123 (HB4123) to pilot and operationalize a Deschutes County and Cities of Bend, La Pine, Redmond, and Sisters – Coordinated Houseless Response Office (CHRO or Office) and were successful. The Office was established to help streamline and complement the work of dozens of local organizations serving our regional houseless population enabling a community-wide approach to addressing houselessness under a shared set of principles, priorities, and strategies.

Purpose of the Board under HB4123

The Office’s Board of Directors (Board) is the governing body mandated by the State of Oregon that comprise of representatives from the governing body of each member government and with specific roles of each member to support the advisory committee and Office.

IGA Relationship

The Intergovernmental Agreement (IGA) is between Deschutes County and the Cities of Bend, La Pine, Redmond, and Sisters. The Board will provide recommendations to parties of the agreement on various issues relating to homelessness in Deschutes County, including the creation of a countywide five-year strategic plan to address homelessness on a regional basis in Deschutes County.

Authority

The Board serves an advisory and sole liaison function but does not manage the Office. Its role is to:

- Support the advisory committee and Office as per HB4123
 - This support can take the form of financial support, resources, assistance, ensure sustainability, public engagement, partnerships.
- Policy – solely general advice and consent functions.

- Five-year strategic plan
 - Provide input & direction;
 - Approval and commitment; and
 - Political leadership in implementing.
- Review and provide input into the Office’s budget on a yearly basis.
- Act as a liaison to the advisory committee
 - Appoint members of the advisory committee
 - Participate as able in advisory committee meetings.
- Support and general guidance to entity holding the Office.
- Serve as a liaison to their individual governing bodies and between their governing body and Board (example: weighted voting, financial, and/or in-kind contributions)
 - Represent the strategic plan and the Office to their governing body.

Board Membership

The Board is comprised of elected officials from each participating County and Cities as required by HB 4123.

1. One (1) elected official from Deschutes County
2. One (1) elected official from the City of Bend
3. One (1) elected official from the City of LaPine
4. One (1) elected official from the City of Redmond
5. One (1) elected official from the City of Sisters
6. One (1) representative from the OR-503 Continuum of Care (ex-officio, non-voting)
7. One (1) representative from the NeighborImpact (ex-officio non-voting)

The Board composition can change with the approval of the voting Board members and with guidance from the Office and the entity holding the Office. An update to the bylaws and a vote on the amended bylaws will be necessary to proceed.

The governing body of the participating County and Cities shall each appoint one representative and an alternate from their elected body to serve on the Board. Notification of the appointments will be provided to the Office upon action of each of the parties.

Having a local Continuum of Care (CoC) as Board member strategically aligns with HB4123 requirement to coordinate with a local CoC, a federally mandated and funded program. The Homeless Leadership Coalition (HLC) is the local CoC also known as OR-503 servicing Central Oregon. It is designed to promote communitywide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and

families; and optimize self- sufficiency among individuals and families experiencing homelessness. (Source: [HUD Exchange](#))

NeighborImpact represents and serves economically disadvantaged residents of Central Oregon with a mission to support people and strengthen communities. NeighborImpact provides a diversity of services that not only meet basic human needs for food and shelter, but also enrich people’s lives by providing access to increased education, skills, and hope for the future. Their services assist people to become more independent and self-sufficient, recognizing there is a continuum of support that all people need throughout their life. Until recently, they were also the fiscal agent for HLC. NeighborImpact administers electronic data collection system called the Homeless Management Information System (HMIS) that allows homeless service providers to record client information and track services provided and are working alongside HLC to produce a public data dashboard that the Office Board deems a priority. NeighborImpact also offers houselessness prevention programs and resources, which aligns with the Office’s strategic priority of homeless prevention.

The HLC and NeighborImpact shall select a representative and an alternate who are able to speak on behalf of their organization to serve on the Board. Notification of the appointments will be provided to the Office upon action of each of the parties.

Terms of Service

All members will serve at the pleasure of their appointed Commission/Council/Board during the duration of the intergovernmental agreement.

Attendance Policy

All Board members must be able to attend meetings regularly. When emergencies happen, Board members will communicate as soon as possible with the Office staff. Prior notice must be given to the Office staff if a planned absence occurs and if the appointed alternate from their participating County or City is available to attend a meeting and act as proxy. A Board member will no longer be able to serve on the Board if they fail to participate in any scheduled Board meetings for 90 days. The governing body of the participating County or City shall appoint a new representative from their elected body to serve on the Board. Notification of the appointments will be provided to the Office upon action of each of the parties.

Meetings

Public Meetings. The Board is a public body subject to the public meetings laws as stated in ORS 192.640. All meetings, other than executive sessions allowed by law, will be open to the public.

Administrative Support for Public Meetings. The Office shall establish a venue for the meetings, provide proper notice to members of the public, and prepare appropriate agenda background materials for the Board.

Notice. In addition to Board members, the Office will give notice of any meetings to interested persons and news media that have requested notice and general public notice, of the time and place for holding meetings.

Regular Meetings. The Board will meet monthly. Regular meetings may be canceled or changed to another specific place, date, and time as provided in the notices given for the meeting.

Special Meetings. Special Board meetings may be called by the Chair or any three members to the intergovernmental agreement when business needs to be transacted outside of the regular meeting schedule. Special meetings require public notice of not less than 24 hours prior to the commencement of the meeting.

Voting Members. The Chair will ask for the roll call of each party to the agreement at the beginning of the meeting to determine whether the representative, or alternate representative, will be a voting member for that party. In the event that both the representative and alternate representative are present, the representative will be the voting member.

Quorum. The majority of members to the Board will constitute a quorum for the transaction of all business at meetings.

Minutes. The Office will draft the minutes and distribute them to the Board for review and approval. Minutes will include the voting members present, other parties present, and will include motions, resolutions, and orders acted on by the Board during that meeting. The results of all votes shall be listed by each member of voting.

Agendas. Items may be placed on a meeting agenda by the Chair or any Board member. The agenda will be distributed by the Office at least 72 hours in advance of a regular meeting.

Public Comment. Each regular meeting will include an opportunity for public comment, discussion, and input by guests and the general public.

Officers

Chair. The Board Chair will act as the leader of the convened meeting and as a parliamentarian. The Chair will enforce Board directives, guidelines, and ensure that the

meetings are held in accordance with the bylaws adopted by the Board. The Chair will participate in agenda setting (with guidance from the full Board) with the Vice Chair.

Vice Chair. In the absence of the Chair, the Vice Chair will assume the Chair's responsibilities. If neither the Chair nor Vice Chair is available for a publicly convened meeting, then the assembled quorum of the meeting shall select a temporary person to conduct the meeting.

Election of Officers. The Chair and Vice Chair shall be elected by the Board to serve in that capacity upon approval of the bylaws and serve until the last meeting of the calendar year. At the first meeting of each subsequent calendar year, the Chair and Vice Chair will be elected by the Board to serve in those capacities.

Advisory Committee

Description. The Office's advisory committee will be comprised of 12-16 members appointed by the Board. Subcommittees may be created for efficiency. Members shall have subject-matter-expertise that align with the Office's strategic plan priority goals to be determined by the Board. Each member of the Advisory Committee will serve a two-year term, following a vote by the Board. Initial terms will be staggered to ensure the entire committee does not change in one year. The advisory committee shall meet monthly or as directed by the Board.

Distinction from Governance Board or Board of Directors. The role of the advisory committee is to provide current knowledge, critical thinking, and analysis to increase the decision-maker's understanding of the issues. The advisory committee is not a decision-making body.

Roles & Responsibilities. The responsibilities of the advisory committee are to assist the Board in achieving the goals of the Office's strategic plan. These include:

- Provide input and recommendations on funding needs, partnerships, policy changes, and other actions that improve the homelessness service delivery system.
- Provide the Board with input on houselessness related legislation.
- Share information and identify emerging issues and trends within the homeless, recently housed, and at-risk of homelessness communities.
- Ensure that the Board is advancing goals, steering policy, and making informed decisions.
- Participate in and/or facilitate community engagement activities and events.

- Foster and promote cooperation between governmental agencies, community-based non-governmental non-profit organizations, and business interests to ensure the efficient and timely implementation of the Office's strategic plan.
- Provide information regarding the needs and other factors affecting the smooth implementation of the plan.
- Determine roadblocks affecting program implementation and recommend corrective measures to the Board.

Membership Categories

- (1) representative from organizations with expertise in communications
- (1) representative from organizations with expertise in real estate
- (1) representative from Economic Development of Central Oregon (EDCO) and/or City Chamber of Commerce
- (1) representative from a faith-based organization
- (2) representatives from organizations that deliver direct services including case management, behavioral or mental health or addiction treatment
- (2) representatives from organizations that provide emergency housing/shelter services
- (1) representative from affordable housing developer
- (1) representative with lived experience
- (1) representative from federal or state land management agencies
- (1) representative from the medical system
- (1) representative from county or city law enforcement
- (2) at-large

Membership

- Appointed by the voting members of the Board with guidance from the non-voting members the Office, and the entity holding the Office.

Terms of Service

- Initial members shall serve staggered one- and two-year terms. Subsequent terms will be two years.
- There is no term limit.

Funds Granted through House Bill 4123

These funds will be managed by the Office. Per HB 4123, eligible use of funds is as follows:

- Hire staff.
- Communications & public engagement
- Community outreach and policy development
- Stipends for people with lived experience

- Technical assistance and capacity building including consultants.
- Other expenses necessary to meet requirements.
- If excess of funds available, eligible use:
 - To support the delivery of homeless services and shelters consistent with the Strategic Plan, including through contracts with service providers.

Budget

Review and provide input into the Office's budget on a yearly basis. As required by HB 4123, the participating County and Cities are to identify and set goals for addressing funding to support the Office's ongoing operations in the Office's five-year strategic plan.