

**SECOND INTERGOVERNMENTAL AGREEMENT  
COORDINATED HOUSELESS RESPONSE OFFICE**

**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](#) to 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 the cities of Bend, La Pine, Redmond, and Sisters (County/Cities). The Oversight Board (“Board”) for the Office and the HB 4123 project is 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.

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 of Oregon 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 the Parties, and subject to oversight and policy direction by the Board. COIC’s roles and responsibilities, payments, timelines and check-ins, etc., will be set forth in a separate agreement between COIC and Deschutes County.

F. COIC’s legal representative will act as legal advisor to 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 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, 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.

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 three 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 all Parties to this IGA. Unless extended or earlier terminated in writing signed by all 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 on July 20, 2023, 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 and Exhibits. The Recitals and Exhibits 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 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 this IGA shall maintain fiscal records and all other records pertinent to this IGA.

i. 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.

ii. All records shall be retained and kept accessible for at least three years, or as otherwise required to be retained by Oregon law.

iii. 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.

iv. 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.

v. In the event of a public records request, 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 the 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.

H. Amendment/Extension. This IGA may be amended or extended by mutual written agreement of the Parties.

I. Indemnification. Subject to the limits of the Oregon Tort Claims Act and 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.

J. Each Party has reviewed this IGA with its own legal counsel.

K. The persons signing below acknowledge they have read and understood this IGA and certify that they have authorization from their governing bodies to execute this IGA and be bound by its terms.

**CITY OF BEND**

\_\_\_\_\_  
Eric King, City Manager  
Date: \_\_\_\_\_

**CITY OF SISTERS**

\_\_\_\_\_  
Jordan Wheeler, City Manager  
Date: \_\_\_\_\_

**DESCHUTES COUNTY**

\_\_\_\_\_  
Nick Lelack, County Administrator  
Date: \_\_\_\_\_

**CITY OF REDMOND**

\_\_\_\_\_  
Keith Witcosky, City Manager  
Date: \_\_\_\_\_

**CITY OF LA PINE**

\_\_\_\_\_  
Geoff Wullschlager, City Manager  
Date \_\_\_\_\_

**Exhibit 1**

Insert CHRO Board Bylaws