

**Intergovernmental Agreement
Coordinated Office on Houselessness**

This Agreement is entered into by and between Coos County, a political subdivision of the State of Oregon (“County”), the City of Coos Bay, an Oregon Municipal Corporation (“Coos Bay”), and the City of North Bend, an Oregon Municipal Corporation (“North Bend”).

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. County has signed a grant agreement with the State of Oregon awarding County \$1,000,000 to establish a coordinated homeless response system consisting of County, Coos Bay, and North Bend. The grant agreement is entered pursuant to the terms of HB 4123.
- C. The Parties to this IGA wish to implement HB 4123 and establish a coordinated homeless response system consisting of the County, Coos Bay, and North Bend (the “System”). The System shall, at a minimum, consist of a homeless response office (the “Office”) and a Homeless Response Advisory Board (the “Advisory Board”). The Parties wish to create a System that will fulfill all requirements set forth in Exhibit A, attached hereto and incorporated by this reference herein.

NOW, THEREFORE, County, Coos Bay, and North Bend, on the terms and conditions set forth herein, and for consideration of which the existence and sufficiency is mutually acknowledged, enter into the following Agreement:

AGREEMENT

- 1. **Effective Date/Duration.** This IGA shall be effective when signed by all three Parties hereto. Unless extended or earlier terminated in a writing signed by a majority of the Parties, this IGA automatically terminates on June 30, 2027.
- 2. **Homeless Response Office.** The Parties agree that the Office shall be organized as follows and shall perform the following functions:
 - a. The Office will operate under the general policy guidance of the Homeless Response Advisory Board (“Advisory Board”).
 - b. The Office will primarily consist of a person (the “Director”) selected by the Coos County Board of Commissioners and approved by the Advisory Board. The County may contract for the services provided by the Director. The Director may be any individual or entity duly qualified and willing to serve in the role.
 - c. The Office will coordinate with and develop partnerships with local and regional stakeholders as specified in House Bill 4123, including plans for coordination with any local continuum of care receiving funding under 24 C.F.R. part 578.
 - d. The Office will be managed by the Director who will report to the Board of Commissioners or designee. The Director will be charged with the general

operation of the Office, and shall work to coordinate with the Advisory Board and all Parties to this IGA to develop a five-year strategic plan and otherwise ensure that the coordinated homeless response system meets the project goals set forth in Exhibit A.

- e. For the first two fiscal years, the Office will be funded with pilot funding of \$1,000,000 provided through a grant by the State of Oregon.
- f. The Office shall also include an Advisory Panel (“Panel”) comprised of houselessness experts drawn from the community, to include representatives with knowledge and experience in the areas of youth services, lives experiences, accessibility, housing, houselessness, land use, public education, public health, education, and philanthropy.

3. Homeless Advisory Board. The Parties agree that the Advisory Board shall be organized as follows and shall perform the following functions:

- a. An Advisory Board, consisting of two representatives from each party to this IGA, shall be formed for the purposes of providing general guidance to the Office.
- b. Initial Advisory Board members shall have the opportunity to make important decisions at the inception of the coordinated homeless response system, including the following:
 - i. The Advisory Board shall provide input to County staff and the Board of Commissioners on the hiring of the Executive Director (“Director”) for the program.
 - ii. The Board shall approve the Strategic Plan developed by the Office and will provide policy direction to the Office.
- c. By May 24, 2023, the Advisory Board shall review, approve, and adopt a strategic plan that identifies and sets goals as set forth in HB 4123.
- d. Advisory Board members shall serve as a liaison between their elected body and the Office.
- e. As an entity authorized by statute and governed by this IGA with the authority to make formal advice and recommendations on public policy and administration, the Advisory Board is considered a public body for the purposes of Oregon Public Meetings law, will hold noticed meetings open to the public, and otherwise act in accordance with Oregon Public Meetings Law.
- f. The Advisory Board shall adopt formal Bylaws sufficient to ensure compliance with Oregon Public Meetings Law and the orderly functioning of the Advisory Board. The Bylaws must establish a regular meeting schedule to be observed by the Advisory Board.

4. Obligations of the Parties.

- a. **Commitment of Support.** The Parties to this IGA commit to support the Office for a total of not less than five (5) fiscal years. 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. The Parties further agree to work together and use best efforts to seek out and obtain grant funding to further this objective.

- b. All Parties to this IGA agree to cooperate in good faith to ensure that the goals of the System are achieved. The Parties shall work in good faith to amend this IGA when necessary to achieve the System goals set forth in Exhibit A.
- c. County shall serve as the fiscal agent responsible for funding the operations of the Office created under this IGA. County will select a Director to manage the Office created under this IGA. County shall be responsible for all contracting, procurement, or other activities necessary to select a Director and create the Office. The County will retain fiscal and managerial oversight of the Office and the Director, and shall retain the authority to terminate the contractual and/or employment relationship with the Director as necessary. In such an event, the County shall select a new Director with the approval and input of the Advisory Board. This IGA does not create any employment or contractual relationship between the Parties to this IGA or the Office/Director.
- d. The Coos County Office of Legal Counsel may be called upon to provide legal advice to the Advisory Committee and the Office as necessary. Such advice may include, but is not limited to, advice on public meetings law, the requirements of HB 4123, and the formulation of necessary bylaws.

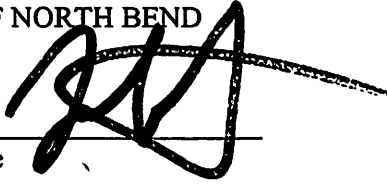
5. General Terms.

- a. Notice. The designated representatives of the Parties for the administration of this IGA are as follows:
 - i. Coos Bay: Roger Craddock, City Manager.
Phone: 541-269-8912
Email: rcraddock@coosbay.org
 - ii. North Bend: David Milliron, City Manager.
Phone: 541-756-8536.
Email: dmilliron@northbendcity.org.
 - iii. Coos County: Megan Simms, Treasurer.
Phone: 541-396-7730.
Email: msimms@co.coos.or.us
- b. Entire Agreement. This IGA constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written not specified herein regarding this IGA. No waiver, consent modification or change of terms of this IGA shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

- c. Severability. If any portion of this IGA is illegal, void, or otherwise found by a Court to be unenforceable, the offending provision shall be severed from the contract and the remaining provisions shall remain enforceable and in full effect.
- d. Counterparts. This IGA may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- e. Access to Records/Record Retention. All parties to the 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 shall have the right to direct access to all of associated books, documents, papers and records related to this IGA for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.
- f. 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.

[signatures on following page]

CITY OF NORTH BEND



Signature

David Milliron
Name (Printed)

City Administrator
Title

June 29, 2022
Date

BOARD OF COMMISSIONERS OF
COOS COUNTY, OREGON

Chair

Commissioner

Commissioner

Date

CITY OF COOS BAY

Signature

Name (Printed)

Title

Date