

**CITY OF NEWPORT
RESOLUTION NO. 3977**

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR A COORDINATED OFFICE ON HOMELESSNESS (IGA) AND APPOINTING A REPRESENTATIVE AND ALTERNATE REPRESENTATIVE TO THE BOARD ESTABLISHED BY THE IGA.

WHEREAS, 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; and

WHEREAS, The County has signed a grant agreement with the State of Oregon for \$1,000,000 to establish a coordinated homeless response system. Lincoln County will administer the funding and consulting agreements necessary to meet the requirements of this grant. The grant agreement is entered pursuant to the terms of HB 4123; and

WHEREAS, Lincoln County, the Cities of Depoe Bay, Lincoln City, Newport, Siletz, Toledo, Waldport and Yachats and the Confederated Tribes of the Siletz Indians (Parties) have entered into a Declaration of Cooperation to implement preliminary steps to develop a Homeless Response System for Lincoln County; and

WHEREAS, The Declaration of Cooperation established an advisory committee to develop a Coordinated Homeless Response Agreement and advise the County on initial steps to develop a homeless response system for Lincoln County in accordance with HB 4123; and

WHEREAS, The Parties to this IGA wish to further implement HB 4123 and establish a coordinated homeless response system. The System shall, at a minimum, consist of a homeless response office (the "Office") and a Homeless Response Advisory Board (the "Board") charged with developing a five- year strategic plan for the County on creating pathways to permanent and supportive housing; and

WHEREAS, On April 12, 2023 the Advisory Committee unanimously recommended approval of the IGA, which includes draft Bylaws for the operation of the Board, to all Parties proposed to be part of the IGA.

THE CITY OF NEWPORT RESOLVES AS FOLLOWS:

Section 1. The City Council approves the Intergovernmental Agreement Coordinated Office on Homelessness (IGA) by and between Lincoln County, a political subdivision of the State of Oregon ("County"), the Cities of Depoe Bay, Lincoln City, Newport, Siletz, Toledo, Waldport, and Yachats, and the Community Services Consortium and authorizes the Mayor to execute the Intergovernmental Agreement on behalf of the City of Newport.

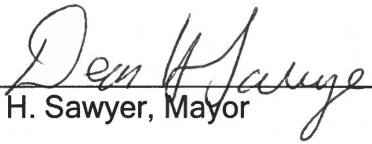
Section 2. In accordance with the IGA, the City Council appoints Councilor Jan Kaplan as representative and Councilor Cynthia Jacobi as alternate representative to serve on Lincoln County Homeless Response Advisory Board until replaced by subsequent action of the City Council.

Section 3. Upon adoption, a copy of this resolution shall be provided to Lincoln County Administrator Tim Johnson.

Section 4. The IGA is attached to this resolution as Exhibit A.

Section 5. Effective Date. This resolution shall be effective immediately upon passage.

Adopted by the City Council of the City of Newport on April 17, 2023.



Dean H. Sawyer, Mayor

ATTEST:



Erik Glover, Assistant City Manager/City Recorder

Intergovernmental Agreement Coordinated Office on Homelessness

This Agreement is entered into by and between Lincoln County, a political subdivision of the State of Oregon ("County"), the Cities of Depoe Bay, Lincoln City, Newport, Siletz, Toledo, Waldport, and Yachats, and the Community Services Consortium.

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 County has signed a grant agreement with the State of Oregon for \$1,000,000 to establish a coordinated homeless response system. Lincoln County will administer the funding and consulting agreements necessary to meet the requirements of this grant. The grant agreement is entered pursuant to the terms of HB 4123.
- C. Lincoln County, the Cities of Depoe Bay, Lincoln City, Newport, Siletz, Toledo, Waldport and Yachats and the Confederated Tribes of the Siletz Indians (Parties) have entered into a Declaration of Cooperation to implement preliminary steps to develop a Homeless Response System for Lincoln County.
- D. The Declaration of Cooperation established an advisory committee to develop a Coordinated Homeless Response Agreement and advise the County on initial steps to develop a homeless response system for Lincoln County in accordance with HB 4123.
- E. The Parties to this IGA wish to further implement HB 4123 and establish a coordinated homeless response system. The System shall, at a minimum, consist of a homeless response office (the "Office") and a Homeless Response Advisory Board (the " Board") charged with developing a five- year strategic plan for the County on creating pathways to permanent and supportive housing. The Parties wish to create a System that will fulfill all requirements set forth in Exhibit A – Grant Agreement, attached hereto and incorporated by this reference herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated herein by this reference.
2. **DURATION/ TERM.** [ORS 190.020(1)(e)]. The term of this Agreement shall commence after execution by all nine Parties and shall expire on June 30, 2027, unless extended or earlier terminated in accordance with Section 7.
3. **REAL OR PERSONAL PROPERTY.** [ORS 190.020(1)(d)]. Lincoln County shall physically locate and establish a Homeless Response Office and provide such office space and meeting room space as is needed for Homeless Response Office operations and Homeless Response Advisory Board meetings as contemplated in this Agreement. Other

parties may provide satellite office space for Homeless Response Office operations or may offer meeting rooms for meetings. The Parties may donate personal property to the County for purposes of establishing the office.

4. FUNCTIONS OR ACTIVITIES. [ORS 190.020(1)].

A. The Parties jointly agree to the establishment and operation of a Lincoln County Homeless Response Advisory Board (the “Board”) which shall be organized as follows and perform the following functions:

1. A Board, consisting of one representative and an alternate from each Party to this IGA, shall be formed for the purposes of providing advice and general policy guidance to the Parties and to the Office. In addition, the Confederated Tribes of Siletz Indians and the local Continuum of Care will be requested to designate a representative to serve as non-voting members of the Board. The Board is not a separate independent Intergovernmental Entity with contracting powers but is intended to be advisory and function as a liaison between the Office and the individual Parties in this coordinated response. The Board is not intended to manage the Office. Board members shall serve as a liaison between their elected body, the Board and the Office.
2. As an entity authorized by statute and governed by this IGA with the authority to make formal advice and recommendations, the Board is considered a public body for the purposes of Oregon Public Meetings law. The Board shall hold noticed meetings open to the public, and otherwise act in accordance with Oregon Public Meetings Law, Oregon Public Records law and applicable conflict of interest statutes. The Board shall adopt formal Bylaws sufficient to ensure compliance with Oregon Public Meetings Law and the orderly functioning of the Board that are substantially similar to the Bylaws set forth in Exhibit B, attached hereto and incorporated by this reference herein.
3. Administrative support for the Board shall be provided by the Office who shall provide staff support to ensure that public meeting notices for the Advisory Board meetings are properly made.
4. The Board may make recommendations to the County on the hiring of a consultant by Lincoln County to establish and operate a coordinated homeless response office.
5. The Board may make recommendations to the County on the hiring of any consultants to develop a five-year strategic plan that identifies goals and strategies to provide a sustainable partnership to reduce homelessness in Lincoln County.
6. With recommendations from the Office, the Board shall appoint two groups to engage in outreach and provide advice on the operation of a Homeless Response Office and the development of a five-year strategic plan.
 - a. A Homeless Practitioners Panel (“Panel”) shall be comprised of homelessness experts drawn from the community to include representatives with knowledge and experiences in areas of youth services, lived experiences, accessibility, housing, homelessness, land use, public education, public health, law enforcement and philanthropy. The Panel shall advise the Office on establishing a coordinated regional response to address homelessness in the

County and provide input to the Board on the development of a five-year strategic plan to reduce homelessness in the County.

- b. A Lived Experience Homelessness Work Group (“Work Group”) shall advise the Panel on aspects of homelessness relating to the operation of the Office and the development of the five-year Strategic Plan.
7. The Board shall guide, make recommendations, review, approve, and adopt a strategic plan that identifies and sets goals as set forth in HB 4123. Each member Party shall review, approve, and adopt the strategic plan that identifies and sets goals as set forth in HB 4123 in accordance with timetables established by the State of Oregon.
 8. The Board is not the supervisor or Project Manager of the Office staff or consultant. The County shall manage any consultant contract or Office personnel and the Board may only make recommendations to the County regarding such personnel.
 9. The Parties to this Agreement require that the Board members report to their respective jurisdictions on the progress of mandated tasks. Board members have no individual authority and shall make recommendations and communicate with the Office only as a group, that is, through motions adopted at noticed public meetings. Board members shall not coerce or attempt to coerce Office staff or consultants.
- B. The Parties jointly agree to the establishment and operation of a Homeless Response Office (the “Office”) which shall perform the following functions:
1. The Office will be operated through a professional services agreement with a consultant contracted by Lincoln County. The consultant will be any individual or entity duly qualified and willing to serve in the role.
 2. The Office will coordinate with and develop partnerships with local and regional stakeholders as specified in House Bill 4123, including plans for coordination with the local Continuum of Care receiving funding under 24 C.F.R. part 578, and the Confederated Tribes of the Siletz Indians.
 3. The Office will designate a Director who will be charged with the general operation of the office. The Board shall receive progress reports from the Office and shall provide general policy guidance and recommendations to the Office.
 4. The Office shall work to coordinate tasks with the Board to develop a five-year strategic plan conducted under an agreement with a separate consultant.
 5. The Office shall coordinate all meetings of the Panel and Work Group identified in Section 4(A)-(6)(a)(b) of this agreement.
- C. All Parties to this IGA agree to cooperate in good faith to ensure that the goals of the Homeless Response 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.

- D. The County shall serve as the fiscal agent responsible for funding the operations of the Office created under this IGA. The County shall be responsible for all contracting, procurement, or other activities necessary to retain consultants with a recommendation from the Advisory Board. The County will retain fiscal and contractual oversight of the Office and shall retain the authority to terminate the contract with the consultants as necessary. In such an event, the County shall seek a new consultant with recommendations from the Advisory Board. This IGA does not create any employment or contractual relationship between the Parties to this IGA or the Office.
- E. The Lincoln County Office of Legal Counsel may be called upon to provide legal advice to the Board 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.
- F. Access to Records/Record Retention. The County 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 or as may be required by any grant contract terms.
 - 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 shall 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. PAYMENTS / REVENUE. [ORS 190.020(1)(a)-(b)].

- A. The Parties agree that for the first two years, the Office will be funded with a portion of \$1,000,000 grant provided by the State of Oregon.
- B. The Parties do not anticipate any revenues will be derived pursuant to this Agreement. If any unexpected revenues are received, the Parties stipulate and agree that such revenues shall be utilized to run the Office.
- C. The Parties further agree to work together and use best efforts to seek out and obtain grant funding. The Office shall seek funding from other sources. The Board will propose a budget for years three through five of the agreement to operate the Office. Should additional grant or outside funding not be available to fully fund the Office, any proportionate shares of funding from the Parties shall be mutually agreed upon by all Parties and reflected in an amendment to this Agreement. The following disclaimer applies to all future funding derived from the Parties: All obligations of the Parties

pursuant to this Agreement which require the expenditure of funds not yet identified are contingent upon future appropriations by the Parties as part of the Parties local budget processes. The Parties are entering into this Agreement voluntarily in the spirit of cooperation and coordination to facilitate a coordinated homeless response system, including establishment of a Homeless Response Office for Lincoln County. However, nothing in this Agreement makes the individual Parties responsible for the contracts or commitments of the Office. Reimbursement of personnel costs is not contemplated by the County for administering these agreements.

6. **PERSONNEL.** [ORS 190.020(1)(c)]. No employees will be transferred pursuant to this Agreement.

7. **TERMINATION.** [ORS 190.020(1)(f)].

A. Unless extended or earlier terminated in writing signed by a majority of the Parties, this IGA automatically terminates on June 30, 2027.

B. This Agreement may be terminated by mutual consent of a majority of the Parties, provided one hundred eighty (180) days written notice is delivered by certified mail or personal service to every party. Such termination shall be without prejudice to any obligations or liabilities of the Parties accrued prior to such termination.

8. **CONTRIBUTION.**

A. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Parties (the "Others") may have liability, the Notified Party shall promptly notify the Others in writing of the Third Party Claim and deliver to the Others, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Others of the notice and copies required in this Section and a meaningful opportunity for the Others to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Others' contribution obligation under this Section with respect to the Third-Party Claim.

B. With respect to a Third Party Claim for which Party is jointly liable with Other Parties (or would be if joined in the Third Party Claim), the Parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement and actually and reasonably incurred and paid or payable by Parties in such proportion as is appropriate to reflect the relative fault of Party on the one hand, and of Other Parties on the other hand, in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Party on the one hand, and of Other Parties on the other hand, shall be determined by reference to, among other things, the Party's relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Party had sole liability in the proceeding.

9. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS.** Notices and requests required by and given in connection with this Agreement and all other communications related to this agreement shall be in writing or email and deemed given as of the day they are received by (a) personal delivery, (b) electronic, (c) overnight delivery service, (d) United States mail, certified and return receipt requested, and addressed as follows:

- i. Lincoln County
Tim Johnson, County Administration
Phone: 541-265-4100
Email: tjohnson@co.lincoln.or.us
- ii. City of Depoe Bay
Kimberly Wollenberg, City Recorder
Phone: 541-765-2361
Email: recorder@cityofdepoe.org
- iii. City of Lincoln City
Daphnee Legarza, City Manager
Phone: 541-996-1200
Email: dlegarza@lincolncity.org
- iv. City of Newport
Spencer Nebel, City Manager
Phone: 541-574-0603
Email: s.nebel@newportoregon.gov
- v. City of Siletz
Mayor Will Worman
Phone: 541-444-2521
Email: mayor@cityofsiletz.org
- vi. City of Toledo
Judy Richter, City Manager
Phone: 541-635-2003
Email: judy.richter@cityoftoledo.org
- vii. City of Waldport
Dann Cutter, City Manager
Phone: 541-563-3561 X7
Email: dann.cutter@waldport.org
- viii. City of Yachats
City Manager
Phone: 541-547-3565
Email: citymanager@yachatsmail.org

- ix Community Services Consortium
Pegge McGuire, Executive Director
Phone: 541-704-7627
Email: pmcguire@communityservices.us
- x. Confederated Tribes of the Siletz Indians
Sami Jo Difuntorum, Housing Executive Director
Phone: 541-444-2532 X1312
Email: SamiJoD@ctsi.nsn.us

Changes may be made to the names and addresses of the person to whom notices, bills, and payments are to be given by providing notice pursuant to this paragraph.

10. **SEVERABILITY.** In the event that any part of this IGA is found to be illegal, or in violation of public policy, or for any other reason unenforceable, such finding shall in no event invalidate or render unenforceable the other parts of this agreement.

11. **MERGER.** This writing is intended both as the final expression of the Agreement between the Parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless it is made in writing and signed by those Parties agreeing to said modification. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement.

12. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

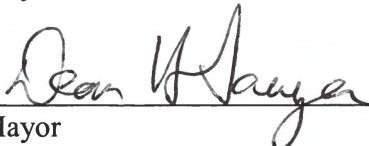
The Parties hereby approve and authorize the terms of this IGA as set forth herein.

SIGNATURES:

Lincoln County: Signature _____ Date _____
Claire Hall, County Commissioner

City of Depoe Bay: Signature _____ Date _____
Mayor

City of Lincoln City: Signature _____ Date _____
Mayor

City of Newport: Signature  Date 4-20-2023
Mayor

City of Siletz: Signature_____ Date_____

Mayor

City of Toledo: Signature_____ Date_____

Mayor

City of Waldport: Signature_____ Date_____

Mayor

City of Yachats: Signature_____ Date_____

Mayor

Community Services
Consortium: Signature_____ Date_____

Executive Director

EXHIBIT A

PROJECT DESCRIPTION

Pursuant to the Authorization, Recipient shall use Grant funds for the Project as follows:

- (1) Within 90 days of receiving the Grant funds, Recipient shall enter into an agreement among Recipient, the City of Lincoln City, the City of Newport, the City of Toledo and any other parties to the agreement to create a coordinated homeless response system (the “System”) that consists of, at a minimum:
 - (a) The establishment of a coordinated homeless response office;
 - (b) An advisory board with representation from the governing body of each member government;
 - (c) Specific roles of each member to support the advisory board and office;
 - (d) Plans for coordination with any local continuum of care receiving funding under 24 C.F.R. part 578; and
 - (e) The establishment of a centralized point of contact for the office.
- (2) The System, with Recipient’s oversight, shall use the Grant funds to:
 - (a) Hire necessary staff for the office;
 - (b) Support coordinated communications and public engagement;
 - (c) Support community outreach and policy development, including stipends for people with current or recent lived experience of homelessness;
 - (d) Acquire technical assistance and capacity building, including contracting with consultants; and
 - (e) Pay for other expenses reasonably necessary to meet the requirements in this Exhibit A.
- (3) Within one year of receiving the Grant funds, the System, through the advisory board or each member government to the agreement, shall adopt a five-year strategic plan that will identify and set goals for addressing:
 - (a) Funding to support the ongoing operations of the System;
 - (b) Increasing or streamlining resources and services to people at risk of or experiencing homelessness within the participating cities and counties;
 - (c) Incorporating national best practices for ending homelessness;
 - (d) Eliminating racial disparities within homeless services within the service area; and

- (e) Creating pathways to permanent and supportive housing that is affordable to local populations experiencing or at risk of homelessness.
- (4) No later than November 15, 2023, and September 15, 2024, the System shall provide a report to the Housing and Community Services Department, Oregon Housing Stability Council and one or more appropriate interim committees of the Legislative Assembly in the manner provided in ORS 192.245 on:
- (a) The goals adopted in the five-year strategic plan and the progress made in implementing the plan;
 - (b) Other changes in homelessness services, ordinances of member governments relating to homelessness and partnerships or programs established that are specifically related to member government actions arising out of the agreement; and
 - (c) Identified challenges and opportunities relating to:
 - (A) Regional coordination of homelessness services and planning;
 - (B) Needs for technical assistance regarding program development or other programs from the Housing and Community Services Department; and
 - (C) Addressing racial disparities through partnerships with culturally specific and responsive organizations serving populations overrepresented in experiencing homelessness, including Black, Indigenous, People of Color, federally recognized tribes and tribal members and outreach and engagement with these populations.
- (5) In performing the Project tasks identified in this Exhibit A, the System shall coordinate with and develop partnerships with local and regional stakeholders, including, but not limited to:
- (a) Advocates for people experiencing homelessness and for people with lived experience of homelessness;
 - (b) Community action agencies;
 - (c) Housing authorities;
 - (d) Affordable housing providers;
 - (e) Behavioral health providers;
 - (f) Law enforcement;
 - (g) Educational agency liaisons for homeless children as described in 42 U.S.C. 11432;
 - (h) Local Department of Human Services offices;
 - (i) Courts;

- (j) Legal aid;
 - (k) Coordinated care organizations, as described in ORS 414.572;
 - (l) Emergency shelter providers;
 - (m) Homeless service providers;
 - (n) Organizations serving and advocating for veterans, homeless youth, youth exiting the foster care system, individuals exiting the criminal justice system, people with disabilities and aging adults, health care systems, domestic violence and sexual assault survivors, members of lesbian, gay, bisexual, transgender, queer or questioning (LGBTQ) communities, people experiencing behavioral health and substance use disorders, faith communities and business communities; and
 - (o) The Housing and Community Services Department.
- (6) In performing its duties under this section, the System shall coordinate with law enforcement, service providers and governing bodies to implement safe and humane processes to maintain public and environmental health and safety, balancing important individual and community rights.
- (7) The System may use Grant funds in excess of those funds needed by the System to accomplish the requirements of the System under sections (1) to (6) of this Exhibit A to support the delivery of homeless services and shelter consistent with the five-year strategic plan, including through contracts with service providers.

EXHIBIT B

LINCOLN COUNTY HOMELESS RESPONSE ADVISORY BOARD BYLAWS

SECTION 1. ADVISORY BOARD NAME

1.1 Name. The Advisory Board will be called the Lincoln County Homeless Response Advisory Board, hereinafter referred to as the “Board”.

1.2 Bylaws. The Board has adopted the following bylaws to act in accordance with the Oregon Public Meetings, Oregon Public Records Law, and applicable conflict of interest statutes.

SECTION 2. PURPOSE.

2.1 The Purpose of the Board. Purpose and objectives of the Board is to advise the parties to the Intergovernmental Agreement – Coordinated Office on Homelessness, approved by the parties in 2023, on various aspects of utilizing a grant funds pursuant to the terms of HB 4123 to reduce homelessness in Lincoln County. This advisory role includes review of the establishment and operation of Homeless Response Office “Office” that will coordinate with and develop partnerships with local and regional stakeholders as specified in House Bill 4123, and to make recommendations, review and recommend approval of a strategic plan that identifies the set goals as set forth in HB 4123.

2.2 Relationship with the Parties to the Intergovernmental Agreement.

The Intergovernmental Agreement is between Lincoln County, the Cities of Lincoln County and the Community Services Consortium as outlined in the Intergovernmental Agreement – Coordinated Office on Homeless signed by the parties. The Advisory Board will provide recommendations to parties of the agreement on various issues relating to reducing homelessness in Lincoln County, including the creation of a county wide five-year strategic plan to address the homeless populations, including creating pathways to permanent and supportive housing to address homelessness on a regional basis in Lincoln County.

SECTION 3 AUTHORITY.

3.1 Advisory Function. The Board is not a separate independent governmental entity with contracting powers, but is intended to be advisory and function as a liaison between the Homeless Response Office and the individual parties to the agreement in a coordinated response to homelessness. The goal is not intended to manage the office. Board members shall serve as a liaison between their elected body, the Board and the Office.

3.2 Advisory Role for Lincoln County. The Board may make recommendations to the County on hiring a consultant to establish and operate a Coordinated Homeless Response Office, the hiring of any consultants to develop a five-year strategic plan that identifies

goals and strategies to create sustainable partnerships to reduce homelessness in Lincoln County.

3.3 Committee Appointments. The Board is tasked with appointing members to two groups, after consultation with the Office, to engage in outreach and provide advice on the operation of the Office in the development of a five-year strategic plan.

3.4 Homeless Response Office. The Office shall provide support services to the Board as provided in the agreement and bylaws. The Board does not manage the Office, but provides advice to the Office and County on services and operations of the Office. The Board shall offer advice to the County on contracting for services to create and maintain a Homeless Response Office.

SECTION 4 MEMBERSHIP.

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

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

4.3 Change of Representatives. The parties Commission/Councils/Board shall notify the Office when a change in representatives is made by that body. The parties shall forward the name and contact information to the Office and the new representative will be seated immediately upon notification by that party.

SECTION 5 Meetings.

5.1 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.

5.2 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.

5.3 Notice. In addition to Board members and alternate 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.

5.4 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.

5.5 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.

5.6 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.

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

5.8 Minutes. The Office will cause minutes to be prepared and distributed to the members 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.

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

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

SECTION 6 OFFICERS.

6.1 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.

6.2 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.

6.3 Secretary. The Office shall serve as the Secretary for the Board.

6.4 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. The Office holds the responsibility of Secretary based on their role as a contractor for Lincoln County to provide services to the Board.

SECTION 7 PANELS and WORK GROUPS.

7.1 Homeless Practitioner's Panel. A panel of individuals involved in various aspects of homelessness will be appointed by the Board, after consultation with the Office, to work as subgroups on various aspects of the development of a five-year strategic plan to establish a coordinated regional response to homelessness in Lincoln County.

7.2 Lived Experience Homelessness Work Group. This work group shall be appointed by the Board, after consultation with the Office, to advise the panel on aspects of homelessness relating to the operation of the Office and the development of a five-year strategic plan. This group is to be made up of individuals who have, or, experiencing homelessness. A stipend may be paid to these members as determined by the Board.

7.3 Meetings. The Office will coordinate all meetings of either of these groups. These meetings are informal and the groups will not vote on issues, but will provide their expertise related to the development of the plan and operation of the Office through the term of the Intergovernmental Agreement.

7.4. Quorum., A quorum of the Board shall be 50% of the appointed members. When a quorum is expected to be present, at a Panel or work group, the meeting will be posted in accordance with the rules of the Board outlined in Section 5.3 Notice. Members to the Panel and work group will be appointed for terms that will expire at the end of the calendar year. Members may be reappointed for subsequent one-year terms.

SECTION 8 FISCAL RESPONSIBILITIES.

8.1 Funds Granted through House Bill 4123. These funds will be managed by Lincoln County.

8.2 Budget. The Board will recommend to the County a budget for the consultants to the Strategic Plan and to stand up an Office. It will also recommend a budget to continue to operate the Office and provide funding for various projects in accordance with the five-year plan adopted by the Board.

8.3 Recommendations for Financial Support. The Board may make recommendations to the members of this agreement for continued financial support of various initiatives identified in the five-year plan beyond the state provided funding. This may include additional grants, direct support from local units of government, or other financial ways to support homelessness initiatives in Lincoln County. The Board cannot bind any parties to any financial obligations.

8.4 Contractual Relationships. The Board is not empowered to make any contractual relationships with any parties. Lincoln County will manage the contractual relationship between the Office and any consultants utilized to develop the five-year strategic plan. The Board may recommend to the parties, any future agreements for services to meet the needs to reduce homelessness in Lincoln County.

8.5 Fiscal Responsibility. The Board is not responsible for any personnel, contracts or any fiscal responsibilities related to the Board's purpose.

SECTION 9 CONFLICT of INTEREST.

9.1 Statutory Authority. The Board, Panel, and work group members will adhere to ORS 244.020, 244.040(1), and 244.120-130 defining conflict of interest and establishing protocols for members of public bodies in Oregon. Board, Panel and work group members are expected to declare a conflict of interest prior to consideration of any matter causing a potential or actual conflict.

9.2 Potential Conflict Definition. As defined in Oregon law, a potential conflict of interest exists when a member takes an action that reasonably could be expected to have a financial impact on that member, a relative, or a business with which the member or member's relative is associated.

9.3 Actual Conflict Definition. As defined in Oregon law, an actual conflict of interest when an action is reasonably certain to result in a special benefit or detriment to the member, a relative, or a business with which the member or the member's relative is associated.

9.4 Potential Conflict Protocol. With a potential conflict, the member may participate in an action after declaring the conflict and announcing its nature.

9.5 Actual Conflict Protocol. With an actual conflict, the member will declare the conflict and announce its nature. The member must then refrain from taking any official action, except when the member's vote is necessary to achieve a quorum. When a vote is necessary to achieve a quorum, the member may vote, but may not participate in any discussion or debate on the issue out of which the actual conflict arises.

SECTION 10. APPROVAL OF THE BYLAWS.

10.1 Bylaw Amendments. The bylaws will be provided to the parties for any comments 45 days prior to adoption by the Board. These bylaws may be adopted, amended, or new bylaws may be adopted by the Board after written notice of the proposed amendments are made to each of the parties 30 days prior to the date of the meeting in which the amendments are to be considered for approval.

SECTION 11 TERMINATION.

11.1 Termination. These bylaws will terminate upon the conclusion or termination of the Intergovernmental Agreement – Coordinated Office on Homelessness.

Adopted by the Lincoln County Homeless Response Advisory Board this _____ (day) of _____ (month), 2023.

