

First Amendment to
AN INTERGOVERNMENTAL AGREEMENT RELATING
TO CREATION OF A PROGRAM COORDINATOR FOR
THE MID-WILLAMETTE HOMELESS INITIATIVE

This AGREEMENT by and among, the CITY OF SALEM, an Oregon municipal corporation (Salem); the CITY OF KEIZER, an Oregon municipal corporation (Keizer); the CITY OF MONMOUTH, an Oregon municipal corporation (Monmouth); the CITY OF INDEPENDENCE, an Oregon municipal corporation (Independence); MARION COUNTY, an Oregon municipal corporation; and the MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS, an Oregon intergovernmental entity, (COG)

In consideration of the mutual benefits and obligations set out in the INTERGOVERNMENTAL AGREEMENT RELATING TO CREATION OF A PROGRAM COORDINATOR FOR THE MID-WILLAMETTE HOMELESS INITIATIVE, the parties agree to amend the following sections:

1. Section 3, TERM, shall be amended as follows (underline are added words, strikeout are deleted words):

3. TERM. The term of this agreement shall run from ~~is one year from~~ the date of signature of the last party (Effective Date) until June 30, 2020, unless further extended by the mutual agreement of the parties.

2. Section 4, RESPONSIBILITIES, shall be amended as follows (underline are added words, strikeout are deleted words):

4. RESPONSIBILITIES

4.1 Salem. Within 30 days of the Effective Date Salem will: (a) identify who will represent Salem's interests on the Policy and Steering Committee, and (b) pay to the COG a sum of \$45,000 to cover the costs of salary and benefits of the Program Coordinator. In addition, no later than February 12, 2019, Salem will pay to the COG a sum of \$45,000 to cover the costs of salary and benefits of the Program Coordinator.

4.2 Keizer. Within 30 days of the Effective Date Keizer will: (a) identify who will represent Keizer's interests on the Policy and Steering Committee, and (b) pay to the COG a sum of \$5,000 to cover the costs of salary and benefits of the Program Coordinator. In addition, no later than February 12, 2019, Keizer will pay to the COG a sum of \$5,000 to cover the costs of salary and benefits of the Program Coordinator.

4.3 Monmouth. Within 30 days of the Effective Date Monmouth will: (a) identify who will represent Monmouth's interests on the Policy and Steering Committee, and (b) pay to the COG a sum of \$5,000 to cover the costs of salary and benefits of the Program Coordinator. In addition, no later than February 12, 2019,

Monmouth will pay to the COG a sum of \$5,000 to cover the costs of salary and benefits of the Program Coordinator.

4.4 Independence. Within 30 days of the Effective Date Independence will: (a) identify who will represent Independence's interests on the Policy and Steering Committee, and (b) pay to the COG a sum of \$5,000 to cover the costs of salary and benefits of the Program Coordinator. In addition, no later than February 12, 2019, Independence will pay to the COG a sum of \$5,000 to cover the costs of salary and benefits of the Program Coordinator.

4.5 Marion County. Within 30 days of the Effective Date Marion County will: (a) identify who will represent Marion County's interests on the Policy and Steering Committee, and (b) pay to the COG a sum of \$45,000 to cover the costs of salary and benefits of the Program Coordinator. In addition, no later than February 12, 2019, Marion County will pay to the COG a sum of \$45,000 to cover the costs of salary and benefits of the Program Coordinator.

4.6 COG. In addition to the express and implied tasks set out in Paragraph 2 relating to Governance and Oversight, the COG will: (a) recruit, select, and supervise the Program Coordinator, (b) provide office space and equipment necessary for the fulfillment of the Program Coordinator's duties, (c) upon termination of this agreement, refund on a pro-rata basis any unspent amounts to Salem, Keizer, Monmouth, Independence, and Marion County. Should the Program Coordinator desire full-time employment, the COG will endeavor to provide additional duties to provide the Program Coordinator full-time employment. Such additional duties may relate to the COG's other programs and services, and the Program Coordinator's fulfillment of those duties will not be subject to the terms of this Agreement or oversight of the Policy and Steering Committee.

3. Section 5, TERMINATION, shall be amended as follows (underline are added words, strikeout are deleted words):

5. TERMINATION. This agreement will terminate on June 30, 2020~~one year after the Effective date~~, provided however any party may terminate their involvement in this agreement upon giving 30 days written notice. Any party terminating their involvement in this agreement ~~within one year~~ will receive a pro-rated refund of any unspent moneys. Upon termination, a party's obligations under this agreement will cease provided however that a party's obligation to indemnify shall survive termination of this agreement.

4. Except as specifically modified herein, all remaining terms, conditions, obligations and duties set forth in the Intergovernmental Agreement Relating to Creation of a Program Coordinator for the Mid-Willamette Homeless Initiative shall remain in full force and effect.

CITY OF SALEM, OREGON

Steve Powers, City Manager Date

CITY OF INDEPENDENCE, OREGON

David Clyne, City Manager Date

CITY OF KEIZER, OREGON

Chris Eppley, City Manager Date

MARION COUNTY, OREGON

John Lattimer Date
Chief Administrative Officer

CITY OF MONMOUTH, OREGON

Scott McClure, City Manager Date

MID-WILLAMETTE VALLEY COUNCIL OF
GOVERNMENTS

Sean E. O'Day, Executive Director Date