

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

This AGREEMENT is 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).

RECITALS:

WHEREAS, in January 2016, officials from the cities of Salem and Keizer and Marion and Polk counties came together to undertake a collaborative effort known as the Mid-Willamette Homeless Initiative (MWHI);

WHEREAS, the purpose of the MWHI is to identify and launch proven strategies that will reduce homelessness in the Marion-Polk county region, encompassing the cities of Keizer and Salem;

WHEREAS, the parties to the MWHI formed a task force comprised of business and community leaders with expertise in social services, housing, public safety, and business, which worked diligently during 2016-17 to develop a Strategic Plan;

WHEREAS, the Strategic Plan, attached to this Agreement as Exhibit A, identified contributing factors to homelessness such as mental illness, addiction, lack of education, lack of transportation, and lack of affordable housing, and established a set of strategies aimed at best practices for reducing chronic homelessness; developing specialized service for veterans, seniors, victims of domestic violence, and runaway and homeless youth; and coordinating of available support and education services;

WHEREAS, to aid in the implementation of the Strategic Plan, the parties to the MWHI desire to pool their resources to hire a Program Coordinator, who will be responsible for coordinating efforts under the Strategic Plan and reporting to the parties to the MWHI on the results of those efforts;

WHEREAS, the parties to the MWHI have created a Job Description for the position and a Work Plan that is intended to focus the efforts of the Program Coordinator;

WHEREAS, the participating jurisdictions to this Agreement desire to contract with the COG to provide administrative support for the Program Coordinator and the COG has agreed to do so; and

WHEREAS, pursuant to their inherent authority and ORS chapter 190, the participating jurisdictions to this Agreement desire to memorialize their understanding in an Agreement;

NOW THEREFORE, The Parties agree as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to facilitate the combination of resources among the parties of this agreement to recruit, select, supervise, and support a Program Coordinator, who will be a limited-duration part-time employee of the COG with the duties set out in the attached Job Description, which is incorporated by reference into this Agreement (Exhibit B), and responsibilities set out in the attached Work Plan, which is incorporated by reference into this Agreement (Exhibit C).

2. **GOVERNANCE/OVERSIGHT.**

2.1 **Executive Director of the COG.** The Executive Director of the COG will have authority to hire, terminate, and evaluate the Program Coordinator in the performance of his or her duties as set out in the Job Description. The Executive Director of the COG will include and take under advisement the recommendation of the Policy and Steering Committee in the recruitment and selection of the Program Coordinator.

2.2 **Policy and Steering Committee.** The parties agree to establish a Policy and Steering Committee, which will be responsible for overseeing, prioritizing, and directing the Program Coordinator's activities as set out in the Work Plan. The Policy and Steering Committee has the authority to make amendments to the Work Plan, as needed. The Policy and Steering Committee does not have the authority to hire, terminate, evaluate, or discipline the Program Coordinator. The Policy and Steering committee is comprised of one representative from Salem, Keizer, Monmouth, Independence, and Marion County (selected in whichever manner each entity desires). The Policy and Steering Committee will meet on at least a bi-monthly basis and at the request of the Program Coordinator to provide direction to the Program Coordinator on the execution of the Work Plan and to receive progress reports. At the request of the Program Coordinator, the Policy and Steering Committee may convene informal task or issue-oriented workgroups made up of professionals from non-profit, government, and for-profit organizations that have expertise in the delivery of services to homeless individuals to assist and advise the Program Coordinator in the execution of his or her duties. The meetings of the Policy and Steering Committee will be noticed and held in accordance with Oregon Public Meetings Law. Four of the five members of the Policy and Steering Committee are needed to establish a quorum and decisions require a unanimous vote. The Executive Director of the COG, or his or her designee, will serve as an ex-officio non-voting Secretary to the Policy and Steering Committee, and will provide administrative support to include providing meeting space, meeting notice, and taking minutes.

3. **TERM.** The term of this agreement is one year from the date of signature of the last party (Effective Date), unless further extended by the mutual agreement of the parties.

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.

4.2 **Keizer.** Within 30 days of the Effective Date Keizer will: (a) identify who will represent Keizer's interest 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.

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.

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.

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.

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.

5. TERMINATION. This agreement will terminate 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

6. INDEMNIFICATION: Subject to the conditions and limitation of the Oregon Constitution and the Oregon Tort Claims Act, the parties shall indemnify, defend, and hold harmless each other from and against all liability, loss and costs arising out of or resulting from the acts of that party, its officers, employees, and agents in the performance of this agreement.

7. INSURANCE / UNEMPLOYMENT: The COG will obtain workers compensation and unemployment insurance.

8. ADHERENCE TO LAW. Each party shall comply with all federal, state and local laws and ordinances applicable to this Agreement.

9. NON-DISCRIMINATION. Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

10. SUBCONTRACTS and ASSIGNMENT. No party will subcontract or assign any part of this Agreement without the written consent of the other parties.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement of the parties. This Agreement may be modified or amended only by the written agreement of the parties. This Agreement may be signed in counterpart, and the individuals signing this Agreement warrant that they have the authority to do so and to bind their respective organizations to the terms and conditions of this Agreement.

CITY OF SALEM, OREGON

Steve Powers, City Manager

Date

CITY OF KEIZER, OREGON

Chris Eppley, City Manager

Date

CITY OF MONMOUTH, OREGON

Scott McClure, City Manager

Date

CITY OF INDEPENDENCE, OREGON

David Clyne, City Manager

Date

MARION COUNTY, OREGON

John Lattimer, Chief Administrative Officer

Date

MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

Sean E. O'Day, Executive Director

Date