

**A MEMORANDUM OF AGREEMENT  
RELATING TO THE CREATION OF A DEVELOPMENT COUNCIL  
TO FORM A CONTINUUM OF CARE COLLABORATIVE GOVERNANCE STRUCTURE  
FOR THE MARION AND POLK COUNTY REGION**

This Memorandum of Agreement (“Agreement”) is by and among the City of Independence (“Independence”); the City of Keizer (“Keizer”); the City of Monmouth (“Monmouth”); the City of Salem (“Salem”); Marion County; Polk County; the Salem-Keizer 24J School District; the Mid-Willamette Valley Community Action Agency (“Community Action”); the Mid-Willamette Valley Council of Governments; Union Gospel Mission of Salem; and United Way of the Mid-Willamette Valley, collectively referred to as “the Parties.”

**1. RECITALS.**

WHEREAS, homelessness is a critical issue in the Mid-Willamette region, in Oregon, and across the nation; and

WHEREAS, more than 2,600 homeless individuals in Marion and Polk counties were identified through evidence-based assessments between October 2016 and January 2019; and

WHEREAS, children, families, veterans, and chronically homeless individuals experiencing mental illness and addictions comprise a large portion of the region’s homeless population; and

WHEREAS, the Mid-Willamette Homeless Initiative’s strategic plan, adopted in 2017, recommended that the region “assess local inclusion in the Rural Oregon Continuum of Care to understand how best to address the problems of homelessness and needs of people experiencing homelessness;” and

WHEREAS, the U.S. Department of Housing and Urban Development created the Continuum of Care program in 1994 as a means for communities across the nation to “engage in multi-year strategic planning for homeless programs and services that are well integrated with planning for mainstream services;” mainstream services denoting public housing, Section 8 housing choice vouchers, and services for runaway and homeless youth, victims of domestic violence, veterans, seniors, and people experiencing addictions and/or mental illness; and

WHEREAS, in 2011, the Marion-Polk Continuum of Care joined 26 Oregon counties in the “balance of state” Rural Oregon Continuum of Care; and

WHEREAS, the parties to this Agreement carefully considered relevant factors and determined that the region could benefit from creating its own Continuum of Care, with enhanced service coordination, local autonomy, and alignment of goals to more effectively reduce homelessness in the region; and

WHEREAS, the parties to this Agreement represent affected local governments, school districts, and nonprofit organizations that contribute to the system of services for people experiencing homelessness, including analyzing system gaps and strengths, investing resources in evidence-based strategies, expanding capacity for shelter and emergency services; conducting the Point-in-Time count of homeless individuals, gathering data through the Homeless Management Information System, and developing and training agencies on a process for Coordinated Entry that targets available resources most effectively;

NOW, THEREFORE, for good and sufficient consideration, the Parties agree as follows.

2. **PURPOSE.** The purpose of this Agreement is to create a collaborative governance structure called the “Development Council” that will oversee and manage the development of a Continuum of Care for the Marion and Polk county region of Oregon. The Agreement sets forth the understanding among the parties to coordinate resources toward this effort.

**3. RESPONSIBILITIES.**

3.1 Each Party to this Agreement will identify persons to represent each organization’s interests at joint meetings of the Development Council. The designated person(s) will hold elected or senior staff roles in decision-making for the organization.

3.2 The Development Council will meet at least monthly to accomplish the purpose(s) of this Agreement.

3.3 Subject to funding provided through this Agreement, the Mid-Willamette Valley Council of Governments will provide staff support, both contracted and in-kind as well as in-kind materials and services, through April 2020 and will develop proposals for the Development Council to review and consider. To maintain a neutral role in facilitating council meetings, staff representing the Council of Governments will not hold authority to vote on matters placed before the Development Council membership.

3.4 The Development Council membership will consider and make recommendations on the following issues:

3.4.1 Nominations of individuals to serve on the new Marion-Polk region’s Continuum of Care’s initial board of directors and steering committee. Board of directors and steering committee members shall represent the various roles required by the U.S. Department of Housing & Urban Development, along with any additional roles deemed of local importance in the system of services for homeless individuals living in Marion and Polk counties;

3.4.2 Content of a charter and bylaws for the new Continuum of Care’s board of directors and steering committee that include a HUD-endorsed conflict of interest policy and collaborative decision-making processes, including processes for appointing individuals to serve on the board and committees;

3.4.3 A committee structure and organizations recommended to participate on various committees;

3.4.4 An identified organization that will serve as the Continuum of Care’s Collaborative Applicant and Unified Funding Agency;

- 3.4.5 A budget and funding strategy that will support Continuum of Care staff and regional priorities to reduce homelessness for the transition and initial five years of the new Continuum of Care's operations;
  - 3.4.6 Position descriptions for staff positions; and
  - 3.4.7 Any other tasks identified by the Parties required for the effective development and management of a Continuum of Care organization.
- 3.5 A majority, defined as 50% plus one, of the appointed, voting Development Council membership will constitute a quorum for the transaction of all business at meetings.
- 3.6 Development Council decisions or recommendations to the future Continuum of Care board of directors shall be made by a majority of the total votes available to the entire appointed, voting Development Council membership, consistent with the votes described in Paragraph 4.2 of this agreement.

#### **4. FINANCIAL CONTRIBUTIONS.**

4.1 Each Party will make a two-year commitment to contribute funds, contingent on budgetary authority, according to the attached table.

4.1.1 Independence, Keizer, Monmouth, Salem, and Marion County will each receive a credit towards this assessment, based on contributions made to the Mid-Willamette Valley Council of Governments for the Mid-Willamette Homeless Initiative's 2019-20 fiscal year.

4.1.2 Community Action will receive credit towards this assessment for in-kind funds applied to providing Homeless Management Information System (HMIS) data for the region.

4.1.3 Contributions for 2019-20 will be submitted by the Parties to the Mid-Willamette Valley Council of Governments by September 1, 2019.

4.1.4 Contributions for 2020-21 will be submitted by the Parties to the Mid-Willamette Valley Council of Governments by September 1, 2020.

4.1.5 The remaining 2018-19 fund balance for the Mid-Willamette Homeless Initiative will be directed towards the purpose(s) of this Agreement.

4.2 In recognition of their significant financial contributions to the effort, Marion County and the City of Salem may select two persons to represent each organization's interests at joint meetings of the parties, or in the alternative may select one representative who shall have two votes on any matter.

**5. TERM:** The term of this Agreement shall run from the date of signature of the last party (Effective Date) until June 30, 2021, unless further extended by the mutual agreement of the parties.

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

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

**8. SUBCONTRACTS:** No party will subcontract or assign any part of this Agreement without the written consent of the other parties.

**9. TERMINATION:** This Agreement will terminate on June 30, 2021, provided, however, any party may terminate its involvement upon giving 30 days written notice. Any party terminating its involvement in this Agreement will receive a pro-rated refund of unobligated monies. 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.

**10. 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.

**11. AMENDMENTS:** This Agreement may be modified or amended only by the written agreement of the Parties. Other governmental jurisdictions and agencies may be added to this Agreement by an amendment with the consent of the parties.

**12. ENTIRE AGREEMENT:** This Agreement constitutes the entire 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.

The City of Salem hereby executes this **Memorandum of Agreement relating to the Creation of a Development Council to form a Continuum of Care Governance Structure for the Marion and Polk County Region** by the signature of its authorized representative.

City of Salem

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Steve Powers,  
City Manager

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Date