

INTERGOVERNMENTAL AGREEMENT
Between
CONFEDERATED TRIBES OF THE GRAND RONDE, CITY OF INDEPENDENCE,
CITY OF KEIZER, CITY OF MONMOUTH, MARION COUNTY, POLK COUNTY,
SALEM-KEIZER SCHOOL DISTRICT, CITY OF SALEM, and the MID-
WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS
concerning the Mid-Willamette Valley Homeless Alliance (“Alliance”).

1. PARTIES TO AGREEMENT

This Agreement, by and between the Confederated Tribes of the Grand Ronde (“Grand Ronde”), Marion County (“Marion”), Polk County (“Polk”), and the Cities of Independence (“Independence”), Keizer (“Keizer”), Monmouth (“Monmouth”), Salem (“Salem”), the Salem-Keizer School District (“Salem-Keizer”), collectively the “Member Governments,” and the Mid-Willamette Valley Council of Governments (“COG”), is made pursuant to ORS 190.010.

2. AUTHORITY. This Agreement is established under the authority of Oregon Revised Statutes (ORS) Chapter 190.

3. BACKGROUND.

- a. The Mid-Willamette Valley Homeless Alliance (“Alliance”) was formed on September 24, 2019, and recognized by the U.S. Housing and Urban Development Department (“HUD”) on December 11, 2019, for the Polk County and Marion County region, to carry out the purposes of the HUD Continuum of Care program described in 24 CFR Part 578.
- b. The Alliance Charter was approved by the Alliance Board of Directors on February 13, 2020 (Attachment 1).
- c. The Alliance is a collaboration of the Member Governments, non-profit service organizations, and community members, and is not a legal entity.
- d. The Member Governments have made financial contributions for the 2019-2020 Fiscal Year, which are being managed by COG.
- e. The Member Governments have agreed to make financial contributions to support the Alliance for the 2020-2021 Fiscal Year, subject to budgetary approval, as approved by the Alliance Board of Directors (Attachment 2).
- f. HUD regulations require a legal entity to serve as the Collaborative Applicant for a Continuum of Care, such as the Alliance.
- g. The COG has been providing administrative support and other resources for the Alliance, including contract management for independent contractors engaged by COG at the request of the Alliance. During this time, the Member Governments have directly paid their contribution amounts to COG to manage those funds for the Alliance.
- h. The COG has agreed, on an interim basis, to continue to provide administrative support and other resources, in addition to serving as the Collaborative Applicant for

the Alliance until an ORS 190 entity has been formed and designated by the Alliance Board of Directors to serve as the Collaborative Applicant.

- i. The Alliance Board of Directors approved the execution of this Agreement for a term to expire on August 13, 2020 to allow the Member Governments to contract with the COG to provide Collaborative Applicant services and reimburse COG for services.

4. PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which the Member Governments will coordinate to support the Alliance, through contracting with COG to serve as the Collaborative Applicant for the Alliance pursuant to 24 CFR Part 578. The parties understand and agree that this Agreement serves as an interim solution to allow COG to serve as the Collaborative Applicant, and be reimbursed for its costs, until a new entity is designated.

5. TERM AND TERMINATION

5.1 This Agreement shall be effective from the date upon which the last signature is affixed hereto, and shall expire on August 13, 2020, unless otherwise earlier terminated or extended.

5.2 This Agreement may be terminated by mutual consent of all parties hereto. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of any party already accrued prior to such termination.

6. FUNDING AND BILLING

6.1 The Member Governments' fiscal year 2020-2021 contributions, as set forth in Attachment 2, shall be made to COG, subject to the individual Member Government's budgetary approval. Nothing in this Agreement binds any Government Member to any specific financial contribution after the 2020-2021 fiscal year.

6.2 COG shall be reimbursed for its expenses already incurred in support of the Alliance from January 1, 2020 to the effective date of this Agreement. COG's expenses prior to July 1, 2020 shall be reimbursed from the Member Governments' Fiscal Year 2019-2020 contributions, and COG's expenses for the period of July 1, 2020 to the termination of this Agreement shall be from the Member Governments' Fiscal Year 2020-2021 contributions. COG shall submit an invoice to the Alliance Board for its approval, for COG's Fiscal Year 2019-2020 expenses no later than August 30, 2020, and shall submit an invoice to the Alliance Board for its approval, for COG's Fiscal Year 2020-2021 expenses no later than September 30, 2020.

6.3 COG's expenses under this Agreement shall not exceed the total amount of funds contributed by the Member Governments and any contributions from other members of the Alliance, donations or grants provided to COG for the benefit of the Alliance, subject to the rates for specific services as set forth in the Scope of Work. As set forth in the Scope of

Work, COG shall provide timely financial reports to the Alliance, and shall ensure that expenses do not exceed available resources approved by the Member Governments through the Alliance Board.

7. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

7.1 MEMBER GOVERNMENTS agree to:

- a. Make timely payment to COG.
- b. Maintain good standing as a member of the Alliance.
- c. Collaborate in good faith with other Member Governments to create a new ORS 190 entity to serve as the Collaborative Applicant for the Alliance.

7.2 COG agrees to:

Serve as the Collaborative Applicant for the Alliance and perform other duties as established in the Scope of Work (Attachment 3).

8. DESIGNATION OF SUCCESSOR COLLABORATIVE APPLICANT

The Member Governments understand and agree that the Alliance is required to have a Collaborative Applicant, as that term is defined in 24 CFR Part 578.15, which must be a legal entity. The Alliance Board has indicated a desire that the Member Governments form an intergovernmental entity to serve that purpose. Time is of the essence to designate a successor Collaborative Applicant, and the Member Governments agree to work cooperatively and in a timely manner to agree on the new Collaborative Applicant. The Member Governments also agree they will create a new intergovernmental entity to serve in that role.

9. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all applicable federal, state, and local laws and ordinances applicable to the parties and the work to be done under this Agreement. The parties agree that this Agreement shall be administered and construed under the laws of the state of Oregon. Nothing in this Agreement shall be considered a waiver of tribal sovereign immunity.

10. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of federal, state, and local civil rights statutes, rules and regulations in the performance of this Agreement.

11. HOLD HARMLESS

The parties agree to indemnify and hold harmless each other for, from and against all claims, costs, expenses (including attorney fees), losses, damages, fines, charges, actions or other liabilities solely to the extent arising from their own intentional or negligent acts or those of their agents, contractors or employees and, to the extent applicable, the above indemnification is

subject to and shall not exceed the limits of the Oregon Tort Claims Act (ORS 30.260 through 30.300) and the Oregon Constitution. The parties intend to provide reciprocal indemnity obligations. The parties acknowledge that the Oregon Tort Claims Act does not limit the liability of Grand Ronde in the same manner as the other parties. Accordingly, the parties agree Grand Ronde's indemnity shall not exceed the indemnification limits of any other party.

12. INSURANCE

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 to 30.300). The parties intend to provide reciprocal liability insurance obligations. The parties acknowledge that the Oregon Tort Claims Act does not apply to Grand Ronde in the same manner as other parties. Accordingly, the parties agree that Grand Ronde shall self-insure in an amount consistent with the liability for claims of any other party.

13. MERGER CLAUSE

Parties concur and agree that this Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

INTERGOVERNMENTAL AGREEMENT

Between

**CONFEDERATED TRIBES OF THE GRAND RONDE, CITY OF INDEPENDENCE,
CITY OF KEIZER, CITY OF MONMOUTH, MARION COUNTY, POLK COUNTY,
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**THE CONFEDERATED TRIBES OF THE GRAND RONDE COMMUNITY OF
OREGON**

Cheryle A. Kennedy
Tribal Council Chairwoman

Date

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CITY OF INDEPENDENCE

Tom Pessemier
City Manager

Date

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CITY OF KEIZER

Christopher Eppley
City Manager

Date

Approved as to form:

Keizer City Attorney

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CITY OF MONMOUTH

Chad Olsen
Interim City Manager

Date

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MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

Date: _____

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POLK COUNTY BOARD OF COMMISSIONERS

Commissioner

Commissioner

Commissioner

Date: _____

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SALEM-KEIZER PUBLIC SCHOOLS

Marty Heyen, Chairperson, Board of Directors
Salem-Keizer Public Schools

Date

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CITY OF SALEM

Steve Powers
City Manager

Date

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MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

Renata Wakeley
Acting Executive Director

Date