

Staff Report

File #: 20-138**Version:** 1**Date:** 4/27/2020**Item #:** 2.3b.

TO: Mayor and City Council**THROUGH:** Steve Powers, City Manager**FROM:** Dan Atchison, City Attorney**SUBJECT:**

Ratification of Interim Intergovernmental Agreement supporting the Mid-Willamette Valley Homeless Alliance.

Ward(s): All Wards

Councilor(s): All Councilors

Neighborhood(s): All Neighborhoods

Result Area(s): Good Governance; Welcoming and Livable Community.

ISSUE:

Shall the City Council ratify the City Manager's execution of an intergovernmental agreement (IGA) and amendments formalizing participation in the Mid-Willamette Valley Homeless Alliance ("Alliance")?

RECOMMENDATION:

Ratify the City Manager's execution of an intergovernmental agreement (IGA) and amendments formalizing participation in the Mid-Willamette Valley Homeless Alliance ("Alliance").

SUMMARY:

The City Manager, exercising his authority under the City Council's Declaration of a State of Emergency ("Declaration") signed the interim IGA formalizing the City's support and participation in the Alliance. The Alliance is the Continuum of Care organization for the Marion/Polk region. The City Manager is recommending Council ratify the Manager's action.

The IGA provides for the following:

- Eight governments (Member Governments) agree to cooperate in the support of the Alliance,
- Sets contributions for each Member Government for FY 20-21, subject to each Member Government's budget approval,

- Memorializes the Member Governments' intention to form a new intergovernmental entity to serve as the Collaborative Applicant for the Alliance,
- Contracts with the Mid-Willamette Valley Council of Governments (COG) to serve as the Collaborative Applicant for the Alliance until August 13, 2020, and for COG to provide administrative support to the Alliance,
- The interim IGA will terminate on August 13, 2020, unless extended by mutual agreement of the parties.

FACTS AND FINDINGS:

In 2019, Salem and other local governments and non-profits serving the homeless community executed a Memorandum of Agreement (MOA) to:

- Withdraw from the Rural Continuum of Care, and form a new Continuum of Care (CoC) that would better serve the needs of the member governments and their residents;
- Establish a Development Council to oversee and manage the development of the new CoC;
- Contract with COG to provide administrative support for the development of the new CoC;
- Establish a governance structure for the new CoC as approved through the parties' representative on the Development Council;
- Identify an organization to serve as the new CoC's Collaborative Applicant and Unified Funding Agency, and;
- Establish financial contribution levels for the parties for the 19-20 and 20-21 fiscal years - Salem's FY 20-21 contribution is set at \$40,000, which the Budget Committee and Council will asked to by approved as part of the City's budget approval process.

The Development Council has approved a name and charter for the new COC, named the Mid-Willamette Valley Homeless Alliance (Alliance), designated a Board of Directors and Chair and Vice-Chair for the Board, established committees to assist the Alliance to perform tasks, and authorized COG to take certain actions, including the execution of personal service contracts with Janet Carlson, Jan Calvin, and Outsource Local, LLC (Carla Munns - Principal) to provide services for the Alliance.

The local government and non-profit participants in the Alliance are:

Local Governments

Salem
Marion County
Polk County
Keizer
Independence
Monmouth
Salem-Keizer School District
Confederated Tribes of the Grand Ronde

Non-Profits

Representative of the Homeless Community
Salem Health
United Way of the Mid-Willamette Valley
Union Gospel Mission of Salem

In addition the Mid-Willamette Valley Community Action Agency, Marion County, Salem, and West Valley housing authorities, and Polk County Veteran Services are ex-officio (non-voting) Alliance

Board members.

The Alliance, like other CoCs, is a collaboration of governmental bodies and non-profit organizations, and is not a legal entity. The Alliance was formed in compliance with HUD guidelines. The Alliance will coordinate the community's response to homeless issues and serve as a conduit between the Marion and Polk county areas and HUD. The Alliance will perform certain reporting and data collection requirements, such as the Point-In-Time count of homeless residents, evaluate and score for HUD, applications for HUD funding, and administer the Homeless Management Information System (HMIS). In order to perform these functions, it is necessary for a CoC to either be a legal entity, or partner with a legal entity to serve as the Collaborative Applicant.

In early 2020, the Board of Directors of the Alliance determined that the parties should form a new intergovernmental entity, as authorized under ORS Chapter 190 (ORS 190 Entity), to serve as the Collaborative Applicant, and eventually as the Unified Funding Agency for the Alliance. The Board desired that the new ORS 190 Entity be formed by early February so that it could serve as the Collaborative Applicant and directed Janet Carlson, in cooperation with COG legal counsel, to draft an IGA to form the ORS 190 Entity.

In February 2020, counsel and staff for the member governments advised that there were legal and practical issues with the formation of the ORS 190 which would delay the creation of the entity, and recommended that an interim IGA be executed that would; 1) contract with COG to serve as the Collaborative Applicant for the current HUD funding cycle, 2) memorialize the member governments' agreement to cooperate to support the Alliance, 3) memorialize the member governments' financial contributions for FY 20-21, and 4) memorialize the member governments' intent to form a new ORS 190 Entity to serve as the Collaborative Applicant. The Alliance Board accepted that recommendation and determined that the interim IGA should expire by August 13, 2020 and that the new ORS 190 Entity be formed by that time

The interim IGA contains the following attachments:

- 1) Alliance Charter,
- 2) Financial Contributions Table,
- 3) COG Scope of Work,
- 4) Exhibit 1 to the Scope of Work, which outlines COG's fee schedule for administrative services.

COG's Scope of Work specifies the duties COG will perform during this interim period, and their rates for the various services. COG will adopt a new fee schedule in July 2020 as part of their new fiscal year, and the interim IGA allows for the new fees, with a limit of 15% increase for any particular service.

COG has been instrumental in facilitating the work to develop the Alliance as the new CoC, and has done so without a formal written agreement guaranteeing they will be reimbursed for their administrative expenses. The interim IGA and Scope of Work allows for COG to be reimbursed for its services performed in support of the Alliance dating back to January 1, 2020.

It has been challenging for the eight different jurisdictions to reach consensus on all aspects of the

interim IGA, given the complex nature of this issue, and demands on staff time given the COVID-19 Pandemic. Therefore, staff is recommending that Council delegate authority to execute subsequent amendments that are necessary to accommodate changes from the other parties. No amendment will increase the financial contribution of the City, or substantially increase the City's obligations under the agreement.

BACKGROUND:

In 2019, Salem and other local governments and non-profits decided to form a new Continuum of Care, which has been named the Mid-Willamette Valley Homeless Alliance. The local governments have determined that new ORS 190 intergovernmental entity is needed to serve the Alliance. This interim IGA facilitates the Alliance's work to coordinate homeless services and funding in the Marion and Polk county region and allows the parties to begin work on formation of the new ORS 190 Entity.

Dan Atchison
City Attorney

Attachments:

1. Interim IGA.
2. Alliance Charter
3. Financial Contributions Table
4. Council of Governments Scope of Work
5. Council of Governments Fee Schedule (Exhibit A to Scope of Work)