

Intergovernmental Agreement
between
Washington County Housing Services
and
City of Forest Grove

Introduction:

This Intergovernmental Agreement (IGA) is entered into between Washington County Department of Housing Services (County) and City of Forest Grove (City), or collectively, the “Parties.”

The City has seen an increase in the number of homeless campers within its jurisdictional boundaries, including the encampment located on City owned property along B Street near its crossing with Gales Creek. Under the terms of this IGA, the Parties shall coordinate with each other to address certain homeless encampments within the City’s jurisdiction pursuant to the criteria set forth in the Encampment Risk Assessment Tool.

Purpose:

This IGA will establish the roles and responsibilities of each party to the agreement, including the services each party shall perform. County and City agree to work collaboratively on community engagement, intergovernmental and external communications regarding the site, and any remedial action that might take place, and encampment program components.

RESPONSIBILITIES OF WASHINGTON COUNTY HOUSING SERVICES:

1. County will conduct a risk assessment of encampments as requested by City using the Encampment Risk Assessment Tool, attached as Exhibit A and herein incorporated.
2. County shall document the condition of the encampment during the assessment and prior to commencement of services.
3. If further action is warranted based upon the Risk Assessment Score, County will develop an action plan in collaboration with City. The action plan shall include specific responsibilities borne by each Party. The action plan may include, but is not limited to, the following services:
 - a. Sanitation and waste management
 - b. Personal property management
 - c. Encampment clean up
4. The Parties shall work collaboratively to communicate with encampment participants based on the results of the Encampment Risk Assessment Tool.
5. County will develop and provide posting notices upon request by the City.
6. County agrees to fund 75% of the direct costs of any camp cleanup except for costs arising from management of encampment participants’ personal property and removal of encampment participants during clean-up procedures. Encampment Management Funding is the sole source of funding for this IGA and City acknowledges that funding for the activities contemplated by the IGA is thereby limited.
7. County will manage procurement and contracting of clean up services. However, scope and costs of contracted work where costs will be shared by County and City will be

agreed upon before work is initiated. County will pay the costs of the contracted work and invoice City for its 25% share.

8. County agrees to leverage available resources from the County Administrative Office, Department of Land Use & Transportation, Department of Health and Human Services, and Department of Housing Services to provide services to encampment participants or towards encampment cleanup.

RESPONSIBILITIES OF CITY OF FOREST GROVE:

1. City staff and the City of Forest Grove Police Department shall provide necessary information and support to City and County staff during performance of this IGA.
2. If encampment cleanup is warranted based on the Risk Assessment Score or any other factor, City shall post written notice provided in the English and Spanish languages, a minimum of 72 hours in advance of cleanup activity, pursuant to ORS 195.505 *et seq.*. Furthermore, City shall comply with any other applicable state and federal laws related to the provision of notice prior to encampment cleanup.
3. City is solely responsible for the collection, identification, storage, management, and disposal of personal property belonging to encampment participants. City shall store personal property for a minimum of 30 days pursuant to ORS 195.505(7)(b). Return and disposal of personal property shall be allowed as determined by the City under ORS 195.505(7)(b).
4. City shall fund 25% of the direct costs of any contracted encampment cleanup, assistance with legal notifications, management of personal property and removal of people for cleanup procedures.
5. City agrees to work in partnership with County staff in coordinating any encampment management activities within City's jurisdiction.

Collaboration Between the Parties:

1. Upon agreement by the Parties, one staff member from each jurisdiction shall be designated as the primary point of contact for any communication, problem solving, or needs of the program upon which this IGA is based.
2. A Party shall produce reporting or encampment documentation as requested by the other Party.

Additional Terms:

1. Each Party shall comply with all applicable federal, state, and local laws, including those related to discrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability and all applicable laws and regulations regarding the handling and expenditure of public funds.
2. This IGA does not create any employment, agency, or fiduciary relationship between the Parties, their employers, agents, or successors.
3. Each Party shall be responsible for maintaining its own insurance or self-insurance program with respect to liabilities to its employees or to third parties that may reasonably result from performance of its lawful functions. This IGA shall not be

construed as seeking to enlarge any obligation or duty owed by any Party to third parties or to increase the liability of any Party beyond that which is imposed by law.

4. The benefits, responsibilities, and obligations contained herein inure only to the Parties, and shall not be assigned or transferred to a third party without written agreement of the Parties.
5. In the event of default or breach of this IGA, the Parties may, at their option, pursue any or all remedies available at law or in equity.
6. Subject to the limits of the Oregon Tort Claims Act, each Party agrees to indemnify and hold harmless the other Party and its officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death, or damage to property on account of or arising out of services performed, the omission of services or in any way resulting from the negligent or wrongful acts or omissions or unlawful policies or laws of the indemnifying party and its officers, employees and agents. In addition, each Party shall be solely responsible for any contract claims, delay damages, or similar items arising from or caused by the action or inaction of the Party under this Agreement.
7. A Party receiving notice of any third-party claim or cause of action, suit, or proceeding against a Party that relates to this Agreement shall promptly notify the other Party in writing of the third-party claim or cause of action and provide the other Party a copy of the notice, claim, process, and all legal pleadings with respect to the third-party claim.
8. No waiver, consent, modification or change of terms of this IGA shall be binding unless in writing and signed by the Parties.

Effective Date and Term of Agreement:

This Intergovernmental Agreement shall be effective upon the date of the last signature by the Parties and shall expire on September 30, 2022, unless further extended or terminated earlier upon written notice submitted 30 days prior to termination and specifying the date thereof. In the event the EMP is no longer authorized by the Board of County Commissioner this agreement shall immediately be considered null and void.

Washington County Housing Services:

Name: _____ Title: _____

Date: _____ Signature: _____

City of Forest Grove:

Name: _____ Title: _____

Date: _____ Signature: _____

Homeless Encampment Risk Assessment Tool						
Encampment:						
Date of on-site assessment:		Time:				
Date of Reported Crime assessment:						
On-site assessment conducted by:						
Reported crime assessment conducted by:						
	Criteria	Score (0 to 20)	Weight	Weighted Score	Scoring Rubric	Notes
1	Reported Crimes	0	20	0	Score: Completed by local Law Enforcement Agency	
	Criteria	Score (0 to 5)	Weight	Weighted Score	Scoring Rubric	Notes
2	Size of Camp	0	20	0	Score: (0)- No structures present; (1)- 1 to 2 structures per acre present; (2)- 3 to 4 structures per acre present; (3)- 5 to 6 structures per acre present; (4)- 7 to 8 structures per acre present; (5)- 9+ structures per acre present.	
3	Nuisance (trash/debris) and Accumulation Impacts	0	20	0	Score: Based on amount of trash, debris and accumulation of property; (0)- trash or debris are contained within Metro bags or garbage receptacles; (1)-small amount of trash not contained within Metro bags or garbage receptacles; (2)- Trash and debris scattered about 2, 50 gallon garbage bags full per acre; (3)- Trash and debris scattered about 5, 50 gallon garbage bags full per acre; (4) large debris field totaling 10 yard dumpster full per acre; (5) large debris field 20 yards or more per acre.	
4	Environmental Impact	0	15	0	Score: (0)- no negative impacts; (1) negative impact to the area; (2) within 100 feet of a waterway; (3)-raw sewage/human waste uncontained; (4) clean-up would require soil or land remediation; (5) designated protected natural area with extensive damage.	
5	Uncontained Sharps	0	10	0	Score: (0)- no uncontained needles found; (1)- 1 to 2 uncontained needles found; (2)- 3 to 4 uncontained needles found; (3) 5 to 6 uncontained needles found; (4) 7 to 8 uncontained needles; (5) 9+ uncontained needles found.	
	Criteria	Score (0-No, 1-Yes)	Weight	Weighted Score	Scoring Rubric	Notes
6	Restricts ADA Access	0	5	0	Score: (0)- no; (1)- yes	
7	Blocking Access	0	5	0	Score (0)- no; (1)- yes	
8	Limits Maintenance	0	5	0	Score (0)- no; (1)- yes	
Total = 0					<i>Under 50 = recommend support</i>	
					<i>Over 49, below 75 = provide two week grace period for reassessment</i>	
					<i>Over 75, over 49 after grace period, or abandoned = recommend remove</i>	
Extreme Risk Criteria*						
	Criteria	Score (0 to 2, 0, to 1)	Weight	Weighted Score	Scoring Rubric	Notes
9	Seasonal Fire Risk	0	15	0	Score: Based on seasonal fire risk factors between months of June through September - (1) - evidence of ground fires in vegetative areas with average relative humidity low between 35% and 25% over two weeks prior to assessment, (2) evidence of ground fires in vegetative areas with average relative humidity low below 25% over two weeks prior to assessment.	
10	Flooding Risk	0	100	0	Score: Based on risk to life and safety presented by routine flooding or elevated water levels between the months of October and May - (0) not located within Regulatory Floodway (as defined by FEMA's National Flood Hazard Layer), (1) located within Regulatory Floodway (as defined by FEMA's National Flood Hazard Layer).	
11	Infrastructure Risk	0	100	0	Score: Based on risk to critical physical infrastructure. (0) not located under bridge, (1) located under bridge.	
NOTES:						

*If present, Extreme Risk Criteria are added to overall assessment score.

Upon a determination by County staff that an encampment's assessment score is the result of a sub-section(s) of the encampment that is causing a majority of the health and safety risks, County staff may conduct a reassessment of the sub-section to determine scope of abatement necessary to reduce health and safety risks. Sub-sections will be clearly delineated on a map by County staff and included in the reassessment report. If subsections are posted for clean-up, a copy of the map will be included.