

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 the City owned Kyle 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 homeless encampments within the City’s jurisdiction, at the request of the City, pursuant to the criteria set forth in the current Encampment Risk Assessment Tool, and as revised.

**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, and encampment program components.

**RESPONSIBILITIES OF WASHINGTON COUNTY HOUSING SERVICES:**

1. County will regularly conduct a risk assessment of encampments located on city owned or controlled property, at the request of and in coordination with the City, using the current Encampment Risk Assessment Tool, attached as Exhibit A and herein incorporated, and as revised. The County shall have no obligation to conduct a risk assessment on any encampment on city owned or controlled property if not requested by the City.
2. County shall document the condition of the encampment during the assessment and produce a Risk Assessment Report prior to commencement of services or cleanup.
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 cleanup
4. The Parties shall work collaboratively to communicate the results of the risk assessment with encampment participants to encourage safer conditions.
5. In the event an encampment cleanup is required, County will develop and provide posting notices upon request by the City.

6. County agrees to fund 75% of the direct costs of any sanitation services, waste removal services, or camp cleanup except for costs arising from management of encampment participants' personal property and removal of encampment participants during cleanup 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 sanitation, waste removal and cleanup 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 will fund 25% of the direct costs of any contracted encampment sanitation, waste removal or cleanup.
5. City agrees to provide assistance with legal notifications, management of personal property and movement of people for cleanup procedures.
6. City agrees to work in partnership with County staff in coordinating any encampment management activities within the 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 August 31, 2023, unless further extended or terminated earlier upon written notice submitted 30 days prior to termination and specifying the date thereof. This Intergovernmental Agreement shall replace and supersede Intergovernmental Agreement No. 22-1037, between the City and County dated July, 12, 2022. 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: \_\_ Marni Kuyl \_\_\_\_\_ Title: \_\_ Assistant County Administrator \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

City of Forest Grove:

Name: \_\_ Jesse VanderZanden \_\_\_\_\_ Title: \_\_ City Manager \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_