

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
WASHINGTON COUNTY AND
the CITIES OF TIGARD, TUALATIN, and SHERWOOD**

This Agreement (“Agreement”) is made by and between Washington County, a political subdivision of the State of Oregon (“County”), and the Cities of Tigard, Tualatin, and Sherwood, each a municipal corporation, relating to funding for a Homeless Services System City Liaison and funding for homeless services capital projects. The County or each city shall be individually referred to by name or collectively as the “Cities” or jointly as the “Parties” as appropriate.

RECITALS

WHEREAS, ORS 190.010 authorizes units of local government to enter into agreements with each other to perform the functions and activities that each party has authority to perform; and

WHEREAS, in May 2020, voters within the Metropolitan Service District (“Metro”) passed a measure to fund both shelter and wraparound services for the Metro area homeless population. The purpose of the Supportive Housing Services (SHS) measure was to provide a funding mechanism to enable the provision of wraparound services through local government programs. County is the recipient of Metro SHS funding for the unincorporated county and its incorporated cities, including Tigard, Tualatin, and Sherwood; and

WHEREAS, County and its cities are embracing an opportunity to create a more clear and official structure for coordination and action on homelessness. This agreement between the County and partnering city jurisdictions is intended to more clearly define roles and responsibilities to support program alignment and strategies that are working to make homelessness rare and brief in each of our cities, and across the entire county; and

WHEREAS, County’s Department of Housing Services serves as the County’s Continuum of Care lead agency and is the sole recipient of regional tax funding for supportive housing services. However, city jurisdictions must navigate the challenges of homelessness through their provision of city services such as libraries, law enforcement, economic development, and neighbor relations daily. Cities receive little to no external funding to support these daily challenges and do not have a clear role in the provision of homeless services; and

WHEREAS, the goal of this agreement is to support continued partnership between the Cities and County in addressing homelessness issues generally, and to

coordinate in support of the strategies and homeless service system provided by community-based organizations, funded by the Washington County Division of Homeless Services, and delivered in the Cities; and

WHEREAS, the County provides a coordinated system of services delivered through 20+ contracted services providers, and in order to support and enhance coordination of local issues related to homelessness, and homeless services provided across the County, this agreement is intended to provide funding to the Cities for a Homeless Services System City Liaison staff position, and the coordination work related to this role; and

WHEREAS, this agreement is intended to provide the Cities with staffing capacity to work with County staff, and service providers in their jurisdiction, to ensure effective response and coordination in the provision of homeless services. This agreement does not pass funds for service provision through the City of Tigard to manage with third-party service providers; and

WHEREAS, this agreement may also provide funding for homeless services capital projects in the Cities and funding for staff coordination to support these capital projects;

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. START AND END DATES.

This Agreement shall be effective when signed by all Parties and shall remain in effect for as long as SHS funding is available unless terminated earlier pursuant to Section 8 or extended further pursuant to Section 9.

2. AGREEMENT DOCUMENTS.

This Agreement consists of this document and the following exhibit, which is attached and incorporated:

- Exhibit A: Scope of Work

3. RESPONSIBILITIES OF THE PARTIES.

- 3.1. The Cities' Responsibilities: As set forth in Exhibit A, the Cities will use the money to fund an FTE staff liaison position and for associated costs, and for capital project funding.
- 3.2. County Responsibilities: As set forth in Exhibit A, County will assist the Cities with funding for an FTE staff liaison position and associated costs, and for potential capital project funding.

4. APPROPRIATIONS CLAUSE.

The obligations of the Parties are subject to appropriations by their respective governing bodies.

5. COMPLIANCE WITH APPLICABLE LAWS.

Each party shall comply with all applicable federal, state, and local laws, and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or handicap. In addition, each party agrees to comply with all local, state, and federal ordinances, statutes, laws, and regulations that are applicable to the services provided under this Agreement.

6. RECITALS.

The recitals above are incorporated herein as if fully set forth.

7. INDEPENDENT CONTRACTOR.

Each party is an independent contractor with regard to each other party and agrees that except as provided in Exhibit A, the performing party has no control over the work or the manner in which it is performed. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.

8. TERMINATION.

8.1. Termination for convenience. Washington County may terminate this Agreement, with or without cause and at any time, by providing six (6) months' written notice of intent to terminate to the other parties. The Cities of Sherwood, Tigard, and Tualatin, may each withdraw from this Agreement, with or without cause and at any time, by providing six (6) months' written notice of intent to withdraw to the other parties. If the City of Tigard provides a notice of intent to withdraw, the remaining parties will negotiate the possible assumption of the City of Tigard's responsibilities under this Agreement by another city.

8.2. Mutual Termination. This Agreement may be terminated immediately by mutual written agreement of all of the parties.

8.3. Termination for cause. Washington County may terminate this Agreement by reason of a default by any of the other parties, provided the procedures in this Section 8.3 have been followed. The Cities of Sherwood, Tigard, and Tualatin may each withdraw from this Agreement by reason of a default by any of the other parties. A

party is in default if it fails to fully abide by any of the terms of this Agreement. The terminating or withdrawing party, as applicable, shall provide the defaulting party with written notice of the event of default. The defaulting party shall have thirty (30) days to cure the default. Notwithstanding the foregoing, if the event causing default cannot be cured within the 30-day period, then the defaulting party shall not be in default if it commences good faith efforts to cure within the 30-day period, demonstrates continuous efforts to cure the event of default satisfactory to the other parties, and, within a reasonable period not to exceed one hundred eighty (180) days after the event of default, completes the cure of such event. If the City of Tigard provides a notice of intent to withdraw, the remaining parties will negotiate the possible assumption of the City of Tigard's responsibilities under this Agreement by another city.

9. AMENDMENTS.

Modifications to this Agreement are valid only if made in writing and signed by all parties. Notwithstanding the foregoing, the cities' respective city managers and the county administrator are granted authority to execute binding amendments to this Agreement to extend the term and to negotiate compensation commensurate with any such extension.

10. INDEMNIFICATION.

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including their officers, agents, and employees, against all claims, demands, penalties, actions and suits (including the cost of defense thereof and all attorney fees and costs, through all appeals) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the acts or omissions of that party or its officers, employees, volunteers or agents, including any contractors hired or used by the indemnitor.

11. ACTION, SUITS, OR CLAIMS.

Each party shall give the others immediate written notice of any action or suit filed or any claim made against that party that may result in claims or litigation in any way related to this Agreement.

12. INSURANCE.

Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 to 30.274.

13. NO THIRD-PARTY BENEFICIARIES.

This Agreement is between the parties and creates no third-party beneficiaries. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless such third parties are expressly described as intended to be beneficiaries of its terms.

14. REMEDIES, NON-WAIVER.

The remedies provided under this Agreement shall not be exclusive. The parties shall also be entitled to any other equitable and legal remedies that are available. No waiver, consent, modification or change of terms of this Agreement shall bind the parties unless in writing and signed by all parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by a party of that or any other provision.

15. OREGON LAW, DISPUTE RESOLUTION AND FORUM.

This Agreement shall be construed according to the laws of the State of Oregon. The parties shall negotiate in good faith to resolve any dispute arising out of this Agreement. The parties shall attempt to informally resolve any dispute concerning any party's performance of the terms of this Agreement, or regarding the terms, conditions, or meaning of this Agreement. A neutral third party may be used if the parties agree to facilitate the resolution of a dispute. This Section is not intended to limit or restrict the use by a party of any remedies set forth in Section 14.

If the parties are unable to resolve any dispute within twenty-one (21) calendar days, the parties are free to pursue any legal remedies that may be available. Any litigation between the parties arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Washington County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.

16. ASSIGNMENT.

No party shall assign its rights or obligations under this Agreement, in whole or in part, without the prior written approval of the other party or parties.

17. SEVERABILITY/SURVIVAL OF TERMS.

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken. All provisions concerning indemnity survive the termination of this Agreement for any cause.

18. FORCE MAJEURE.

In addition to the specific provisions of this Agreement, performance by any Party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the Party to be excused.

19. INTERPRETATION OF AGREEMENT.

This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The Section headings contained in this Agreement are for ease of reference only and shall not be used in construing or interpreting this Agreement.

20. INTEGRATION.

This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations, or communications of every kind on the subject.

21. OTHER NECESSARY ACTS.

The Parties shall execute and deliver to each other any and all further instruments and documents as may be reasonably necessary to carry out this Agreement.

22. NOTICE.

Except as otherwise expressly provided in this Agreement, any communications between the parties or notices to be given shall be given in writing by personal delivery or mailing with postage prepaid to Washington County or the cities of Tigard, Tualatin, and Sherwood at the addresses set forth below. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

<p><u>For the City of Tigard:</u> Name and Title: Kim Ezell, Program Manger Strategic Initiatives Address: 13125 SW Hall Blvd. Tigard, OR 97223 Telephone: (503) 278-0801</p>	<p><u>For the County:</u> Jessi Adams, Homeless Services Capacity Programs Supervisor 161 NW Adams Ave, Ste 2000, MS 63 Hillsboro, OR 97124 Telephone: (503) 846-4794 Email: jessi_adams@washingtoncountyor.gov</p>
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Email: kim.ezell@tigard-or.gov	
<u>For the City of Tualatin:</u> Megan George, Deputy City Manager <u>18880 SW Martinazzi</u> <u>Ave., Tualatin, OR 97062</u> (503) 691-3065 mgeorge@tualatin.gov	<u>For the City of Sherwood:</u> Name and Title: Kristen Switzer, Assistant City Manager Address: 22560 SW Pine St Sherwood, OR 97140 Telephone: (503) 625-4234 Email:switzerk@sherwoodoregon.gov

23. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. ENTIRE AGREEMENT. This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

The foregoing is hereby agreed upon by the Parties and executed by the duly authorized representatives of the Parties.

FOR THE CITY OF TIGARD

FOR WASHINGTON COUNTY

By: _____
_____, Mayor

By: _____
Marni Kuyl, Assistant County Administrator

Date: _____

Date: _____

Approved as to form:

Approved as to form:

City Attorney

Jacquilyn E. Saito, Senior Assistant
County Counsel

FOR THE CITY OF TUALATIN

By: _____
_____, Mayor

Date: _____

Approved as to form:

City Attorney

FOR THE CITY OF SHERWOOD

By: _____
_____, Mayor

Date: _____

Approved as to form:

City Attorney

EXHIBIT A - SCOPE OF WORK

The Cities of Tigard, Tualatin, and Sherwood (the “Cities”) agree to the following scope of work and allowed uses as they relate to funding provided by Washington County (“County”) under this Agreement.

1. Homeless Services System City Liaison staff position

1.1 County will fund the City of Tigard \$200,000 per fiscal year for the purposes of a designated 1.0 full time equivalent (FTE) staff position and other associated costs, to serve as a Homeless Services System City Liaison. The County intends to provide funds annually to ensure ongoing support for this function as long as SHS funds are available. Funding will remain at \$200,000 for the first three years of this agreement (FY2023-24, FY2024-25, and FY2025-26); the annual funding amount will be renegotiated by mutual agreement in subsequent years.

1.2 The staff position works in coordination with the Washington County Department of Housing Services staff, the Cities of Sherwood, Tigard, and Tualatin, other city homeless services system city liaisons, and community-based service providers.

1.3 The position will work in coordination with city services including community engagement, law enforcement, fire and rescue, libraries, neighborhood associations or Community Participation Organizations (CPOs), public works, parks, utility providers, and other departments and institutions that are engaged in issues relating to homelessness to address programmatic, communications, and community needs.

1.4 The position will support relations with key stakeholders including neighborhood associations, business associations, advisory bodies, local elected officials, and other groups that are engaged in issues of homelessness, and lead communications when desired to provide educational opportunities to the community to better understand homelessness.

1.5 The general role of this position is to support coordination of services, provide clear information about homelessness and the service system, and help to identify local issues that can be resolved between parties through coordination.

1.6 Distribution of FTE capacity

1.6.1 The FTE will provide homeless coordination activities for the Cities such as:

- a. Public relations and communication with business partners, law enforcement, libraries, neighborhood associations or CPOs, public works, parks, utility providers, etc.;

- b. City services coordination, support, and education to address homelessness and understand homeless service provision, including coordination with law enforcement, libraries, neighborhood associations or CPOs, public works, parks, utility providers, etc.;
- c. Coordination and support on site identification and related community engagement for new homeless services to be located in the Cities;
- d. Coordination of the Cities' participation in the annual Point in Time (PIT) Count;
- d. City Council and City Manager communications and coordination; and
- e. Other homeless-related coordination activities for the Cities as needed.

1.6.2 The FTE will also provide coordination activities in support of homeless services funded by Washington County's Department of Housing Services, such as:

- a. Service provision planning and advising at the system level with County staff for new shelter, access centers, or other homeless service programming;
- b. Addressing challenges with local service providers regarding quality of care or other program challenges;
- c. Participating in services coordination meetings with County staff and local service providers;
- d. Conducting local analysis of systems gaps and service delivery opportunities to inform system planning and investment strategies with the County staff;
- e. Participating in system coordination meetings with other city homeless services system liaisons and County staff, and advisory bodies; and
- f. Other coordination activities with the County Homeless Services System as identified.

2. Supervision of Liaison and Work Equipment to be Provided by Each City

2.1 The City of Tigard is the Liaison's employer and is responsible for overall assignment of the Liaison. However, the Cities of Sherwood and Tualatin will each assign a primary point-of-contact for the Liaison. The primary point-of-contact will be responsible for on-boarding the Liaison into the individual City's systems, act as an internal resource, and report on the Liaison's performance periodically to the City of Tigard. The City of Tigard shall exercise sole discretion regarding discipline of the Liaison.

2.2 The Liaison will work the City of Tigard's default schedule – 10 hours a day, four days a week, Monday to Thursday. During the on-boarding period the Liaison may be

required to be in-person for training and other on-boarding activities. After the on-boarding period, the Liaison will be remote, except as required.

The Liaison will provide coordination activities to the City of Tigard approximately 50%, Tualatin 25% and Sherwood 25% of the time, with the understanding that this distribution may vary as needed.

2.3 The following will be provided for use by the Liaison:

- a. A computer, cell phone, and an email address will be issued to Liaison by the City of Tigard.
- b. Tualatin and Sherwood will issue necessary IT credentials. The Cities will coordinate how the Liaison will access all systems. Liaison shall comply with each City's respective acceptable use policy.
- c. Each City will issue building access credentials to the Liaison and each City will provide office space for the Liaison when the Liaison is required to be on-site.
- d. Each City will provide City-owned vehicles for use by the Liaison, when required.

3. Potential funding for capital projects

3.1 Additional funding may be distributed through this agreement for the purposes of supporting capital projects in the Cities that will be dedicated for the provision of homeless services.

3.2 Funding may include both capital investments and staff coordination capacity needed to support the project.

3.3 Funding will be determined per project for both the capital and staff capacity support, be provided as one-time funding, and be fully described in an amended scope of work to this agreement. Each scope amendment will include funding amount, estimated timeline, and role definition for the Cities and County staff related to that project.

3.4 When a potential project is identified, each of the individual Cities and County Department of Housing Services staff will work together to determine that the project is fit for funding through this agreement. This process will include:

- a. Determination that the project is eligible for Supportive Housing Services funding as determined by Metro's work plan for SHS revenue, and consistent with the County's Local Implementation Plan.

- b. Determination that the project is consistent with geographic equity and distribution of services across the County.
- c. Demonstration of joint support for the project from the Cities and County leadership.
- d. Determination that the capital project's budget is adequate and fully funded to ensure final delivery of the project.
- e. Identification of funding commitments to fully manage long-term program and building operations.
- f. Agreement on capital grant and project coordination costs to be funded through this agreement.

4. Evaluation and reporting

- 4.1 Reporting and program evaluation elements of this partnership are intended to demonstrate the value of the partnership and identify opportunities for system improvement. Evaluation and reporting activities will be intentionally constrained to ensure that undue burden is not created for staff responsible for this coordination agreement.
- 4.2 Upon commencement of the agreement, the Cities and Department of Housing Services staff, in partnership with other city liaisons, will work together to develop a reasonable reporting template to define an annual narrative and program outcomes report. This template can be amended annually as the parties seek continued process improvements through learned experience.
- 4.3 Annual reporting and evaluation process:
 - a. The Cities will each provide a narrative report describing the coordination activities that were achieved through this agreement by September 30 for the previous fiscal year (e.g., a narrative report for FY2024-25 will be due by Sept 30, 2025).
 - b. The Department of Housing Services will provide each of the Cities with annual outcomes data from the Homeless Management Information System (HMIS) to describe impact of services provided in the Cities by September 30 for the previous fiscal year (e.g., outcomes data for FY2024-25 will be due by Sept 30, 2025).
 - c. The parties will co-present these annual reports and findings to the Washington County Homeless Services advisory body and may also present to each of the

Cities' City Council, and the Washington County Board of County Commissioners, or other stakeholders as deemed mutually appropriate by the parties.

- d. The parties will convene at least annually to evaluate program outcomes and make recommendations for system improvements in April-May of each year, in advance of the County budget and work plan cycle.
- e. The parties will convene at least annually to review outcomes of this Homeless Services System City Liaison program to make recommended changes and improvements to this scope of work and overall contractual partnership.
- f. The Cities may request a report of program outcomes or provider evaluation data from HMIS to evaluate the quality of services in the local community at any time of the year. Department of Housing Services staff will make every effort to provide data as appropriate and deliver the data in a reasonable time frame.