

**MEMORANDUM OF AGREEMENT (MOA)
FOR THE
COORDINATED HOMELESS RESPONSE SYSTEM**

This Memorandum of Agreement, hereinafter **AGREEMENT**, is made and entered into by and between the City of Nehalem, a municipal corporation, hereinafter **NEHALEM**; the City of Manzanita, a municipal corporation, hereinafter **MANZANITA**; the City of Wheeler, a municipal corporation, hereinafter **WHEELER**; the City of Rockaway Beach, a municipal corporation, hereinafter **ROCKAWAY**; the City of Garibaldi, a municipal corporation, hereinafter **GARIBALDI**; the City of Bay City, a municipal corporation, hereinafter **BAY CITY**; the City of Tillamook, a municipal corporation, hereinafter **TILLAMOOK**; the Tillamook County Community Action Resources Enterprises, Inc., a non-profit corporation, hereinafter **CARE**; Tillamook County, hereinafter **COUNTY**, a political subdivision of the state of Oregon, referred to collectively as **PARTIES**.

RECITALS

PURPOSE

- A. The Oregon Legislature passed House Bill 4123 during the 2022 legislative session to provide grants to local governments and non-profit corporations to address the homelessness crisis.
- B. The State of Oregon Department of Administrative Services appropriated \$1,000,000 to Tillamook County through Agreement #107-2022-4123-07.
- C. The purpose of this **AGREEMENT** is to create a coordinated homeless response system ('System') and to define **PARTIES**' responsibilities associated with implementation of House Bill 4123.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants, promises and undertakings hereinafter set forth, **PARTIES** agree as follows:

1. Rights, Duties, and Obligations of **PARTIES**. **PARTIES** shall:
 - 1.1 Establish a coordinated homeless response office, hereinafter "Office", and a centralized point of contact;
 - 1.2 Establish a coordinated homeless response advisory board, hereinafter "Advisory Board", to meet monthly with representation from the governing body of each of the member governments;
 - 1.3 Establish a coordinated homeless response community advisory board, hereinafter "Community Advisory Board", to meet quarterly with representation from people with lived experience of homelessness; law enforcement; McKinney Vento Liaisons for youth experiencing homelessness; and organizations serving and advocating for veterans, homeless youth, youth exiting the foster care system, individuals exiting the criminal

justice system, people with disabilities and aging adults, health care systems, domestic violence and sexual assault survivors, members of lesbian, gay, bisexual, transgender, queer or questioning (LGBTQ) communities, people experiencing behavioral health and substance use disorders, faith communities and business communities;

- 1.4 Adopt a five-year strategic plan by June 1, 2023, to identify and set goals for addressing within unincorporated areas of Tillamook County and the participating cities:
 - 1.4.1 Funding to support ongoing operations,
 - 1.4.2 Increasing or streamlining resources,
 - 1.4.3 Incorporating national best practices for ending homelessness,
 - 1.4.4 Eliminating racial disparities within homeless services, and
 - 1.4.5 Creating pathways to permanent and supportive housing that costs thirty percent (30%) or less of gross household income to local populations experiencing homelessness; and
- 1.5 Provide an annual report to Oregon Housing and Community Services no later than November 15, 2023 and September 15, 2024 on:
 - 1.5.1 The goals adopted in the five-year strategic plan and the progress made in implementing the plan,
 - 1.5.2 Other changes in homelessness services, ordinances of member governments specifically related to member government actions arising out of the agreement, and
 - 1.5.3 Identified challenges and opportunities relating to:
 - 1.5.3.1 Regional coordination of homelessness service and planning,
 - 1.5.3.2 Needs for technical assistance from Oregon Housing and Community Services, and
 - 1.5.3.3 Addressing racial disparities through partnerships with culturally specific and responsive organizations.

2. Rights, Duties, and Obligations of **NEHALEM, MANZANITA, WHEELER, ROCKAWAY, GARIBALDI, BAY CITY, AND TILLAMOOK**. NEHALEM, MANZANITA, WHEELER, ROCKAWAY, GARIBALDI, BAY CITY, AND TILLAMOOK shall:

- 2.1 Appoint one member from staff, or a public body to which they are elected or appointed, to serve for a term of five **(5) years** and commit up to five **(5) hours per month** to:
 - 2.1.1 Attend monthly Advisory Board meetings (1.5 hours) to engage in “needs-based” planning and decision-making to identify and track the scope of challenges, weaknesses, and constraints associated with homelessness and the efforts, services, and ordinances to address it,
 - 2.1.2 Attend quarterly Community Advisory Board meetings (2 hours) to engage in “asset-based” visioning and community engagement with member cities and multiple participating stakeholders to capitalize on strengths and expand upon opportunities arising out of the agreement,
 - 2.1.3 Assist Project staff to guide or coordinate two annual presentations (semi-annually) to update City Council on the progress and to seek guidance on the future work of the Advisory Committee,

- 2.1.4 Provide quarterly feedback to program staff in a 1-hour structured meeting to gather quantitative and qualitative input to evaluate the progress of the Advisory Committee, and
- 2.1.5 Fill any vacancies within 30 to 60 calendar days to ensure continuous representation.

3. Rights, Duties, and Obligations of **CARE**. CARE shall:

- 3.1 Appoint dedicated staff to support the Office at 1.0 FTE;
- 3.2 Appoint senior staff to oversee the operations of the Office at 0.1 FTE;
- 3.3 Appoint additional staff as needed to support the Office;
- 3.4 Appoint one member from staff to serve for a term of five **(5) years** and commit up to five (5) hours per month to:
 - 3.4.1 Attend monthly Advisory Board meetings (1.5 hours) to engage in “needs-based” planning, visioning, community engagement, and decision-making with multiple participating stakeholders,
 - 3.4.2 Attend quarterly Community Advisory Board meetings (2 hours) to engage in “asset-based” visioning and community engagement with member cities and multiple participating stakeholders to capitalize on strengths and expand upon opportunities arising out of the agreement,
 - 3.4.3 Assist Project staff to guide or coordinate two annual presentations (semi-annually) to update participating City Councils on the progress and seek guidance on the future work of the Advisory Committee,
 - 3.4.4 Provide quarterly feedback to program staff in a 1-hour structured meeting to gather quantitative and qualitative input to evaluate the progress of the Advisory Committee, and
 - 3.4.5 Fill any vacancies within 30 to 60 calendar days to ensure continuous representation.

4. Rights, Duties, and Obligations of **COUNTY**. COUNTY shall:

- 4.1 Serve as the project lead to oversee the efforts and progress of participating organizations;
- 4.2 Appoint County staff to serve as Program Manager and to support the Advisory Board at 0.3 FTE;
- 4.3 Acquire technical assistance and capacity building, including contracting with consultants;
- 4.4 Pay participating cities an administrative cost of \$5,000 for Year 1;
- 4.5 Coordinate community outreach and engagement;
- 4.6 Coordinate with the Rural Oregon Continuum of Care;
- 4.7 Complete a strategic plan;

5. TERMINATION.

This AGREEMENT shall terminate upon the written mutual consent of PARTIES.

6. INDEMNITY. Each party shall include appropriate indemnity clauses in any design or construction contracts issued for the Project. Such indemnity clauses shall require consultants, subconsultants, contractors, subcontractors, and suppliers to defend, indemnify and hold the PARTIES harmless from all claims, costs, damages, or expenses of any kind, including attorneys' fees and other costs and expenses of litigation, for personal injury or property damage to the extent such claims, costs, damages, or expenses arise out of that party's fault.

7. GENERAL PROVISIONS.
 - 7.1 MODIFICATION & WAIVER. The rights and duties under this AGREEMENT shall not be modified, delegated, transferred or assigned, except upon the written-signed consent of the parties. Failure to enforce any provision of this AGREEMENT shall not operate as a waiver of such provision or of any other provision.
 - 7.2 ATTORNEY FEES. Attorney fees, costs and disbursements necessary to enforce this agreement through mediation, arbitration and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.
 - 7.3 LEGAL REPRESENTATION. In entering into this AGREEMENT, each party has relied solely upon the advice of their own attorney. Each party has had the opportunity to consult with counsel.
 - 7.4 NOTICES. Any notice required or permitted under this AGREEMENT shall be in writing and deemed given when:
 - 7.4.1 actually delivered if not sent by mail as described below, or
 - 7.4.2 three days after deposit in United States certified mail, postage prepaid, addressed to the other party at their last known address.
 - 7.5 LANGUAGE. The headings of the AGREEMENT paragraphs are intended for information only and shall not be used to interpret paragraph contents. All masculine, feminine and neuter genders are interchangeable. All singular and plural nouns are interchangeable, unless the context requires otherwise.
 - 7.6 SAVINGS. Should any clause or section of this AGREEMENT be declared by a court to be void or voidable, the remainder of this AGREEMENT shall remain in full force and effect.
 - 7.7 JURISDICTION; LAW. This AGREEMENT is executed in the State of Oregon and is subject to Tillamook County and Oregon law and jurisdiction. Venue shall be in Tillamook County, Oregon, unless otherwise agreed by the parties.
 - 7.8 NO THIRD PARTY BENEFICIARIES. There are no intended third-party beneficiaries of this AGREEMENT.

8. AGREEMENT TERM. The term of this AGREEMENT shall begin XXXX and end June 30, 2023.

ACKNOWLEDGMENT: EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS, AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS AGREEMENT. EACH PARTY REPRESENTS TO THE OTHER TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE LEGAL PERSONS, CORPORATE OR OTHERWISE, IN CONTRACT.

CITY OF NEHALEM
DATED THIS _____ DAY OF _____, 2022

Bill L. Dillard, Jr., Mayor

CITY OF MANZANITA
DATED THIS _____ DAY OF _____, 2022

Mike Scott, Mayor

CITY OF WHEELER
DATED THIS _____ DAY OF _____, 2022

Doug Honeycut, Mayor

CITY OF ROCKAWAY BEACH
DATED THIS _____ DAY OF _____, 2022

Sue Wilson, Mayor

CITY OF GARIBALDI
DATED THIS _____ DAY OF _____, 2022

Tim Hall, Mayor

CITY OF BAY CITY
DATED THIS _____ DAY OF _____, 2022

David McCall, Mayor

CITY OF TILLAMOOK
DATED THIS _____ DAY OF _____, 2022

Aaron Burris, Mayor

TILLAMOOK COUNTY COMMUNITY
DATED THIS _____ DAY OF _____, 2022
ACTION RESOURCES ENTERPRISES, INC.

Peter Starkey, Executive Director

THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON
DATED THIS _____ DAY OF _____, 2022

	Aye	Nay	Abstain/Absent
_____ David Yamamoto, Chair	___	___	___/___
_____ Erin D. Skaar, Vice-Chair	___	___	___/___
_____ Mary Faith Bell, Commissioner	___	___	___/___

ATTEST: Tassi O’Neil, County Clerk

APPROVED AS TO FORM

By: _____
Special Deputy

William K. Sargent, County Counsel