

City of Vancouver/Clark County/ Vancouver Housing Authority/Council for the Homeless

## Continuum of Care Memorandum of Agreement (“MOA”)

This Memorandum of Agreement (this “Agreement”), dated this 31 day of July, 2019, (“Effective Date”) is made and entered into by and among the City of Vancouver, (Vancouver), Clark County (the “County”), Vancouver Housing Authority (“VHA”) and Council for the Homeless (CFTH).

### RECITALS

- A. The 1989, Council on Homeless, Intergovernmental Agreement specified, “Homelessness is a serious problem in Clark County and the number of people experiencing homelessness is increasing. The capacity of the current system to house and meet the basic needs of those who are experiencing homelessness is inadequate.” This statement remains true in 2018.
- B. The 1989, Council on Homeless, Intergovernmental Agreement also specified, “No single governmental jurisdiction or entity could resolve the problem of homelessness. Homelessness is caused by a complex set of programs which cannot be effectively addressed by isolated or fragmented efforts.” This statement remains true in 2018.
- C. The 1989, Council on Homeless, Intergovernmental Agreement stated, “The County, VHA and Vancouver desire to work cooperatively toward the common goal of providing leadership to resolve homelessness.” This statement remains true in 2018.
- D. The United States Department of Housing and Urban Development (“HUD”) operates the Continuum of Care (“CoC”), which promotes communitywide investment and collaboration to address homelessness;
- E. The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act was authorized in May 2009, which regulates the CoC;
- F. The HEARTH Act directs local governments to consolidate and coordinate efforts to address homelessness;
- G. On November 27, 2018, the Clark County Council adopted the 2019-2022 Clark County Homeless Action Plan (“Plan”). The Plan encompasses the full span of the County of Clark.
- H. The Plan calls for a creation of a collaborative local body of Homeless Crisis Response System program funders to oversee implementation of the Plan and to make policy recommendations to local governments. The Plan also calls on funders to coordinate and closely align efforts in a systemic manner to ensure the Plan progresses and to coordinate local efforts with state and federal policies;

- I. HUD recognizes the separate jurisdictional areas within the boundaries of Vancouver, Washougal, Camas, Ridgefield, Battle Ground, Yacolt, La Center and all areas in the County outside of the boundaries of Vancouver as a single geographic area in which a range of services are organized to prevent and end homelessness (collectively, the City of Vancouver/Clark County Continuum of Care);
- J. The governments of Vancouver, the County, and VHA (as the local countywide housing authority) (Collectively, the “Continuum of Care Parties” or “Parties”) are the primary funding and policy making bodies for the Continuum of Care and desire to approach addressing homelessness in a collaborative, coordinated fashion;
- K. The Council for the Homeless was created in 1989 to be the planning and coordinating body to prevent and end homelessness in Clark County. Its work continues today, as the CoC Collaborative Applicant, the facilitator of the new homeless framework and a community convener and educator. As such, the Council for the Homeless will serve as the “Lead Agency” or backbone of the full Continuum of Care structure.
- L. The elected/appointed officials currently appointed to the Council for the Homeless board from the City of Vancouver, Clark County and Vancouver Housing Authority will be transitioned to the new Continuum of Care Joint Executive Board in **Fall 2019**. All other joint agreements between the Council for the Homeless and the governmental entities remain intact.
- M. Consequently, the Continuum of Care Parties desire to collaborate toward a shared agenda to address homelessness by creating a CoC Joint Executive Board that will serve as coordinated funding body of the City of Vancouver/Clark County Continuum of Care.

## **AGREEMENT**

Now, therefore, in consideration of the mutual promised set forth herein and for the other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. **PURPOSE:** The purpose of this Agreement is to create the Joint Executive Board (“Board”). The Board is solely an advisory board through which the Parties will collaborate toward a shared agenda to address homelessness, based on the Plan and/or current state recognized planning document. The Governance Charter of City of Vancouver/Clark County/Vancouver Housing Authority/Council for the Homeless Joint Executive Board substantially in the form attached hereto as Exhibit A ( the “Charter”), sets forth the vision, principles, responsibility and framework of the Board.
- 2. **TERM:** The Agreement will commence on the Effective Date and will continue to unless terminated in accordance with this Agreement.

3. **FUNCTION AND ACTIVITIES:** The Parties will act as the “chartering jurisdictions” as described in the Charter and will perform the functions and activities of the Parties described in the Charter.
4. **APPORTIONMENT OF FUNDING RESPONSIBILITIES:** The Board agrees to adequately fund the Lead Agency for CoC planning and coordination of the CoC structure, as long as it remains the Continuum of Care Collaborative Applicant and Clark County’s planning body regarding homelessness. Adequate funding includes costs related to coordinating, planning and staffing the CoC structure, serving as the Continuum of Care application lead and Homeless Crisis Response System leadership and advocacy.
5. **PERSONNEL/LEAD AGENCY:** The Board itself will not employ personnel and no personnel will transfer from the Parties to the Board. The Council for the Homeless will serve as the “Lead Agency” or backbone agency as described in the Charter and will provide staffing to support the functions and activities of the Board.
  - a. As outlined in the Charter for Joint Executive Board, each party will make available an appropriate administrative level employee, as identified in the Charter, to support their elected or appointed representative on the Board.
6. **REAL OR PERSONAL PROPERTY:** The Board will not possess or hold title to real or personal property belonging to the Joint Executive Board.
7. **NOT AN INTERGOVERNMENTAL ENTITY:** the Parties to this Agreement do not intend to form an intergovernmental entity by the Agreement and no such entity is created by this Agreement.
8. **LIMITATION OF AUTHORITY:** The Board shall only have authority specifically enumerated in the Charter and shall not have the authority to enter into any legally binding agreements, including contracts, agreements, or leases and it shall not have authority to incur any debt, liability, or obligation on its own behalf or on the behalf of any Party to this Agreement.
9. **NO COMPENSATION:** None of the parties will receive compensation in connection with this Agreement.
10. **CHANGE AND CONFLICT RESOLUTION:** The Parties recognize that events and conditions may arise that result in a dispute. In such case, the Parties agree to exercise good faith in expeditiously resolving such dispute in the following manner:
  - a. All conflicts should first be discussed and resolved, if at all possible, by the recognized members of the Board.
  - b. Any conflicts not resolved by the Board may be brought to a certified mediator in order to progress through the impasse and continue to move forward with the Plan.
11. **AGREEMENT WITHDRAWAL:** Good faith efforts should be made by all Parties to resolve disputes related to change or conflict by following the resolution procedure specified in Number 10 of this document. A Party may withdraw their participation in the Agreement at any time by unanimous vote of the Parties or upon six months written notice by one party. Termination under any provision of this paragraph shall not affect any rights,

obligations, or liabilities of the Parties that accrued prior to such termination. At which time a Party withdraws from the Agreement, the current agreement will remain in effect for the other Parties.

12. **INDEMNIFICATION:** Each Party shall be responsible for their own acts and omissions, and the acts and omissions of their agents and employees. Each party to this Agreement shall defend, protect and hold harmless the other party, or any of the other party's agents, from and against any loss and all claims, settlements, judgments, costs penalties, and expenses, including attorney's fees, arising from any willful misconduct, or dishonest, fraudulent, reckless, unlawful, or negligent act or omission of the first party, or agents of the first party, while performing under the terms of this Agreement except to the extent that such losses result from the willful misconduct, or dishonest, fraudulent, reckless, unlawful or negligent act or omission on the part of the second party. Each party agrees to notify promptly the other party, in writing, of any claim and provide the other party the opportunity to defend and settle the claim.
13. **WASHINGTON LAW AND FORUM:** This agreement shall be construed to the laws of the State of Washington. Any action regarding the AGREEMENT of work performed under this Agreement must be filed in Clark County or in the United States District Court for the District of Washington.
14. **NON-DISCRIMINATION:** Each Party shall comply with all requirements of federal and state civil right and rehabilitation statutes and their respective local non-discrimination ordinances.
15. **ACCESS TO RECORDS:** Each Party shall have access to the books, documents and other records related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
16. **SUBCONTRACTS AND ASSIGNMENT:** No Party may subcontract any part of this Agreement.
17. **SEVERABILITY CLAUSE:** In case any provision of this MOA or its Exhibits shall be removed, invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
18. **ENTIRE AGREEMENT:** This Agreement and Exhibit A are the entire agreement between the Parties with regard to the subject matter herein. There is no oral or written agreement between the Parties with regard to this subject matter.