

City of Vancouver/Clark County

Memorandum of Agreement (“MOA”)

This Memorandum of Agreement (“Agreement”), dated this 26 day of October, 2020, (“Effective Date”) is made and entered into between Clark County (“County”) and the City of Vancouver (“Vancouver”).

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 2020.
- 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 2020.
- C. The 1989, Council on Homeless, Intergovernmental Agreement stated, “The County, VHA (Vancouver Housing Authority) and Vancouver desire to work cooperatively toward the common goal of providing leadership to resolve homelessness.” This statement remains true in 2020.
- D. The U.S. Department on Housing and Urban Development (HUD) recognizes the separate jurisdictional areas of Vancouver, Washougal, Camas, Ridgefield, Battle Ground, Yacolt, La Center and unincorporated Clark County 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);
- E. Clark County and the City of Vancouver (“Parties”) desire to establish a joint policy advisory group (“Group”) to establish and foster alignment in support of the County as the lead agency on regional homeless response as well as collaboration between the two parties on projects and initiatives that will address homelessness and its impacts in Clark County.
- F. The parties wish to establish a framework for the Group that would allow scaling over time to include other public agencies/local governments, non-profits, and individuals with lived experience with homelessness.

AGREEMENT

Now, therefore, in consideration of the mutual promises 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 Group (“Group”). The Group is a joint policy advising group through which the Parties will collaborate toward a shared agenda to address homelessness. While the Group may reference the 2019-2022 Clark County Homeless Action Plan (the Plan), the Group has no formal relationship with the Plan. The Group will work with all organizations providing homeless support services within the two jurisdictions. This includes organizations that work within the Continuum of Care covered by the Plan as well as other organizations providing associated homeless support systems not covered by the Plan. The Governance Charter of the Joint Executive Group substantially in the form attached hereto as Exhibit A (“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 indefinitely unless notice to terminate is provided by either County or City. Termination will occur 180 days after notice is given.
3. **FUNCTION AND ACTIVITIES:** The Parties will perform the functions and activities of the Parties described in the Charter.
4. **PERSONNEL/LEAD AGENCY:** The Board itself will not employ personnel and no personnel will transfer from the Parties to the Board.
 - a. The Parties agree that Clark County is the appropriate lead agency with respect to addressing and reducing homelessness in our region, in accordance with state and federal guidelines.
 - b. The City of Vancouver, as the largest designated urban area and largest incorporated city within the County, with an incorporated population of approximately 40% of the total County population, recognizes it has a significant supportive role to Clark County in regional efforts to address homelessness.
 - c. As outlined in the Charter for Joint Executive Group, each party will make available appropriate administrative level employees, as identified in the Charter, to support their elected representatives in the Group.
5. **REAL OR PERSONAL PROPERTY:** The Group will not possess or hold title to real or personal property belonging to the Joint Executive Group.
6. **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.
7. **LIMITATION OF AUTHORITY:** The Group 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.

8. **NO COMPENSATION:** None of the parties will receive compensation in connection with this Agreement.
9. **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 possible, by the recognized members of the Group.
 - b. Any conflicts not resolved by the Group may be brought to a certified mediator in order to progress through the impasse and continue to move forward with the Plan.
10. **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 9 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.
11. **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.
12. **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 Western District of Washington.
13. **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.
14. **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.
15. **SUBCONTRACTS AND ASSIGNMENT:** No Party may subcontract any part of this Agreement.

- 16. 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.
- 17. 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.

Board of County Councilors for Clark County, Washington

By: _____
Eileen O'Brien, County Council Chair

By: _____
John Blom, County Councilor District 3

By: _____
Temple Lentz, County Councilor District 1

By: _____
Gary Medvigy, County Councilor District 4

By: _____
Julie Olson, County Councilor District 2

Kathleen Otto, Interim County Manager

City of Vancouver, Washington

By: _____
Eric Holmes, City Manager

Attest: _____
Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Exhibit A CHARTER FOR VANCOUVER/CLARK COUNTY JOINT EXECUTIVE GROUP

The purpose of this Charter (“Charter”) is to:

- Confirm the vision and principles that will guide the Joint Executive Group (“Group”) toward addressing homelessness
- Establish the membership and responsibilities of the Group.
- Establish the overall scope of responsibility of the Group, including the general limitations of its budgetary and policy-making authority.

Joint Executive Group

The Joint Executive Group is made up of policy leaders from Clark County and the City of Vancouver. This Group exists as a policy forum to consider homelessness comprehensively and holistically with the goal of identifying possible gaps and opportunities for further coordination and investment.

Over the past decade, national housing and service resources have gradually diminished. Communities across the county are struggling to help families and individuals experiencing homelessness, return to safe, stable housing. In 2017, a joint meeting was formed by the Southwest WA Community Foundation to bring Homeless Crisis Response System funders together to increase local communication, planning and collaboration. The Joint Executive Group was a result of this group’s desire to continue working collaboratively together to reduce homelessness throughout Clark County.

The Joint Executive Group’s Vision and Principles are as follows:

Our Vision is:

A community where everyone has a safe, stable place to call home.

Our principles are to:

- Prioritize vulnerable populations

Homelessness has a significant detrimental effect on everyone, yet there are some whose health and safety are placed at even greater risk of harm without a safe and stable

place to call home. These groups include, but are not limited to: children, individuals fleeing domestic violence, veterans, seniors, and people with disabilities. Strategies to identify and assist the most vulnerable groups will be prioritized.

- Promote social, racial, and ethnic justice.

Many communities of color and Lesbian, Gay, Bisexual, Transgender, Queer, Questioning, 2 Spirit (LGBTQ2S) individuals experience a disproportionate rate of homelessness, therefore strategies that incorporate culturally conscientious and responsive supports, utilize an equity lens, and use trauma informed practice will be prioritized.

- Improve accessible housing options for people with disabilities.
- Use data-driven assessment and accountability.
- Engage and involve the community
- Strengthen system capacity and increase leveraging opportunities.
- Ensure fidelity to evidence-based methodologies and best practices in order to achieve local successes.
- Employ a systematic approach to funding which results in greater system coordination and efficacy.
- Facilitate interactions with organizations addressing homelessness and associated root causes that are not covered by the Homeless Action Plan.
- Deepen understanding of the root causes of homelessness and homeless response systems by elected policymakers.
- Recognize those with lived experience with homelessness and the individuals providing services at the closest point of contact to those communities as the experts who's input needs to be prioritized.

Membership

Clark County and the City of Vancouver will each appoint two elected officials from their respective jurisdictions to serve as voting members of the Group. In addition, the Clark County Manager and the Vancouver City Manager, or their designees, along with one (1) administrative staff person from each jurisdiction will serve as non-voting members of the Group. Each corporate body may choose to designate one (1) alternative voting Group member. It is anticipated that the Group membership will eventually evolve to include one elected/appointed official representing the smaller cities within the County and two individuals representing people with lived homeless experience.

The Chair and Vice-Chair positions of the Group will rotate annually between County and City voting members with one of the County Group members serving as the inaugural Chair and one of the City Group members serving as the inaugural Vice-Chair.

The Group will appoint a County staff member to act as Group Secretary for the purpose of announcing meetings, recording and publishing meeting notes, and executing notification of e-mail actions.

Meetings

Group meetings will be open to the public and will be directed by the Group Chair. The Group Chair may designate the Vice Chair or another member if the Vice Chair is unavailable to direct the meetings, if required due to Chair absence. Regular meetings will be held at least once per quarter. Additional meetings may be called by majority request of the voting members at a time when quorum and notification requirements are able to be met. Group business will be transacted at a duly called meeting of the Group or by unanimous e-mail confirmation, when necessary. E-mail actions will be immediately noticed to all elected officials of Chartering entities and a press release will be issued within 48 hours of the action and will be entered into the notes of the next regular meeting. Meeting dates, locations and agendas will be made public at least one week in advance of the meeting. Notes from the meeting will be posted publicly within 30 days.

The Group will strive to make decisions through consensus. When consensus is not possible and quorum is met, decisions shall be made by a majority vote of the voting Group members present. When a Group member is not able to attend a duly called meeting, they may, with prior notice to the Group Chair, designate the alternative Group member to replace them (if an alternative has been designated). Designations of alternatives to conduct Group business should be rare.

Quorum

Greater than 50% of the voting members shall constitute a quorum required for conducting business.

Responsibilities

The Joint Executive Group will seek to unify and coordinate the homeless response system for Clark County and Vancouver to both address homelessness today and reduce it in the future. The Group will make homelessness policy recommendations to the County Council and City Council.

To achieve that aim, the Joint Executive Group will:

- Remain focused on the homeless crisis response system at a macro-level.
- Review the system holistically and use annual homelessness data to identify gaps in services and what issues are arising as a result of changes in environment.
- Make recommendations on where the focus of public and private systems should be to best coordinate a unified approach to homelessness.
- Embrace strategies that go beyond the Continuum of Care to look at addiction, mental illness, and other root causes of housing instability.
- Reference the Clark County Homeless Action Plan as a guide to programs/projects funding and community goals.

- Actively seek out the input of those with lived experience with homelessness and those individuals who provide services to those communities and incorporate that knowledge into the Group's discussions and deliberations.

Relationship between Joint Executive Group, Continuum of Care and Homeless Action Plan

The Group will engage in their work in a manner that reflects and respects the objectives and requirements of the Homeless Action Plan and the Continuum of Care, while focusing on those issues, programs, and services not addressed through the Continuum of Care (CoC) statutory framework. This agreement and charter do not contemplate a formal relationship between the Joint Executive Group and the CoC, the CoC Steering Committee or the Clark County Homeless Action Plan and Council for the Homeless.

Conflict of Interest

No member of the Group shall participate in or influence discussion or resulting decisions concerning the award of a grant or other financial benefits to the members or the organization that the member represents professionally, as a volunteer or as a board member. Any conflict of interest should be reported to Group members and the member should recuse themselves from discussions or resulting decisions on issues where a conflict of interest exists.

All members of the Joint Group will be asked to sign a Conflict of Interest statement.