

RESOLUTION NO. 2022-64

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH WASHINGTON COUNTY HOUSING SERVICES TO OUTLINE ROLES AND RESPONSIBILITIES PERTAINING TO THE ASSESSMENT AND CLEAN-UP OF ENCAMPMENTS ON CITY PROPERTY.

WHEREAS, Washington County provides services to those persons experiencing homelessness including shelter and housing services, mental health, addiction recovery, housing case management, and rapid re-housing; and

WHEREAS, Washington County has developed a health and safety risk assessment tool to document conditions at encampments and if encampments meet certain criterion, including, but not limited to, reported crimes, size of camp, debris, environmental impact, and risk of fire, flooding, and damage to infrastructure, the County will provide 75% of the funding to clean up the encampment and provide ongoing sanitation and debris removal facilities; and

WHEREAS, The attached IGA (Exhibit A) outlines the roles and responsibilities of each party pertaining to the clean-up of city property experiencing homelessness and augments ongoing outreach and housing case management efforts already being provided by non-profits under contract with Washington County; and

WHEREAS, The City seeks to work collaboratively with the County and non-profits to assure persons experiencing homelessness are offered support services and have a place to relocate, including transitional housing or on an area outside the flood plain within the Kyle property; and

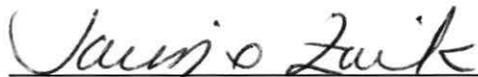
WHEREAS, The Homelessness Subcommittee recommends the IGA to the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:

Section 1. The City Council hereby authorizes the City Manager to enter into an Intergovernmental Agreement (IGA) with Washington County Housing Services to outline roles and responsibilities pertaining to a clean-up of city property experiencing homelessness, attached as Exhibit A.

Section 2. This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 14th day of November, 2022.



Jaime N. Zaik, Acting City Recorder

APPROVED by the Mayor this 14th day of November, 2022.



Peter B. Truax, Mayor

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: 12/5/2022 | 14:53 PST Signature: Marni Kuyl
DocuSigned by:
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City of Forest Grove:

Name: Jesse VanderZanden Title: City Manager
Date: 12/5/2022 | 14:49 PST Signature: Jesse VanderZanden
DocuSigned by:
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Homeless Encampment Risk Assessment Tool						
Encampment:						
Date of on-site assessment:		Time:				
Date of Reported Crime assessment:						
On-site assessment conducted by:						
Reported crime assessment conducted by:						
	Criteria	Score (0 to 20)	Weight	Weighted Score	Scoring Rubric	Notes
1	Reported Crimes		20	0	Score: Completed by SO per WCSO Reported Crime Encampment Scoring Criteria (see tab below).	
	Criteria	Score (0 to 5)	Weight	Weighted Score	Scoring Rubric	Notes
2	Size of Camp		20	0	Score: (0)- No structures present; (1)- 1 to 2 structures per acre present; (2)- 3 to 4 structures per acre present; (3)- 5 to 6 structures per acre present; (4)- 7 to 8 structures per acre present; (5)- 9+ structures per acre present.	
3	Nuisance (trash/debris) and Accumulation Impacts		25	0	Score: Based on amount of trash, debris and accumulation of property; (0)- trash or debris are contained within Metro bags or garbage receptacles; (1)-small amount of trash not contained within Metro bags or garbage receptacles; (2)- Trash and debris scattered about 2, 50 gallon garbage bags full per acre; (3)- Trash and debris scattered about 5, 50 gallon garbage bags full per acre; (4) large debris field totaling 10 yard dumpster full per acre; (5) large debris field 20 yards or more per acre.	
4	Environmental Impact		15	0	Score: (0)- no negative impacts; (1) negative impact to the area; (2) within 100 feet of a waterway; (3)-raw sewage/human waste uncontained; (4) clean-up would require soil or land remediation; (5) designated protected natural area with extensive damage.	
5	Uncontained Sharps		10	0	Score: (0)- no uncontained needles found; (1)- 1 to 2 uncontained needles found; (2)- 3 to 4 uncontained needles found; (3) 5 to 6 uncontained needles found; (4) 7 to 8 uncontained needles; (5) 9+ uncontained needles found.	
	Criteria	Score (0-No, 1-Yes)	Weight	Weighted Score	Scoring Rubric	Notes
6	Blocking Access		5	0	Score (0)- no; (1)- yes	
7	Limits Maintenance		5	0	Score (0)- no; (1)- yes	
Total = 0				Under 50 = recommend support Over 49, below 75 = provide two week grace period for reassessment Over 75, over 49 after grace period, or abandoned = recommend remove		
Extreme Risk Criteria*						
	Criteria	Score (0 to 2, 0 to 1)	Weight	Weighted Score	Scoring Rubric	Notes
8	Seasonal Fire Risk	0	15	0	Score: Based on seasonal fire risk factors between months of June through September - (1) - evidence of ground fires in vegetative areas with average relative humidity low between 35% and 25% over week of assessment, (2) evidence of ground fires in vegetative areas with average relative humidity low below 25% over week of assessment.	
9	Flooding Risk	0	100	0	Score: Based on risk to life and safety presented by routine flooding or elevated water levels between the months of October and May - (0) not located within Regulatory Floodway (as defined by FEMA's National Flood Hazard Layer), (1) located within Regulatory Floodway (as defined by FEMA's National Flood Hazard Layer).	
10	Restricts ADA Access	0	100	0	Score: Based on impact to ADA access. (0) ADA Access is not impeded, (1) Access to sidewalks, street crossings, and other pedestrian routes are not accessible to people with disabilities as required by the ADA.	
11	Excessive Accumulation	0	100	0	Score: Based on health and safety risk associated with excessive waste accumulation. (0) debris field under 40 yards per acre; (1) debris field exceeds 40 yards per acre.	
12	Infrastructure Risk	0	100	0	Score: Based on risk to critical physical infrastructure. (0) not located under bridge, (1) located under bridge.	
NOTES:						

*If present, Extreme Risk Criteria are added to overall assessment score.

Upon a determination by County staff that an encampment's assessment score is the result of a sub-section(s) of the encampment that is causing a majority of the health and safety risks, County staff may conduct a reassessment of the sub-section to determine scope of abatement necessary to reduce health and safety risks. Sub-sections will be clearly delineated on a map by County staff and included in the reassessment report. If subsections are posted for clean-up, a copy of the map will be included.



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CITY RECORDER USE ONLY:

AGENDA ITEM #: F.4

MEETING DATE: 11.14.2022

FINAL ACTION: RESO 2022-64

CITY COUNCIL STAFF REPORT

TO: City Council

FROM: Anne Lane, Director, Parks and Recreation
Henry Reimann, Chief of Police
Jesse VanderZanden, City Manager

MEETING DATE: November 14, 2022

SUBJECT TITLE: Resolution regarding an Intergovernmental Agreement (IGA) with Washington County Housing Services to outline roles and responsibilities pertaining to debris removal from city property experiencing homelessness (2022-64).

BACKGROUND:

In July, 2022, the City entered into an Intergovernmental Agreement with Washington County to clean up the Kyle Property. That IGA expired September 30, 2022. The proposed resolution would extend that IGA, with minor modifications outlined below, through August 31, 2023.

The City owns a 7.5 acre parcel of land west of B Street and along Gales Creek called the Kyle Property. The property was gifted to the City by the Kyle Family with the condition it be used for public recreational purposes. The Kyle property is included in the Parks Master Plan as a pivotal node and section of the Emerald Necklace Trail that will encircle the city when complete. Much of the Kyle property is in a flood area. Gales Creek contains federally-recognized threatened species including steelhead and salmon and the streamside riparian buffer plays an important role in reducing water temperatures and erosion to meet Clean Water Act requirements.

CURRENT STATUS:

The Kyle property has historically seen up to six camping positions by persons experiencing homelessness. This summer however saw a rapid and significant increase. The IGA approved in July led to a risk assessment that resulted in 12.3 tons of debris being removed from the property. Campers were allowed to remain on the property in an area outside the floodplain but were not allowed to return to camping areas within the floodplain.

After completion of the clean-up, environmental sampling and fire risk reduction were performed.

Additionally, the City was recently awarded a \$200,000 planning and design grant for the Emerald Necklace Trail which traverses directly through the Kyle Property. A Request for Proposals to design a trail through Kyle Park will be issued this winter. Last, staff is working closely with Clean Water Services to restore the riparian areas along Gales Creek with native plants.

The Homeless Subcommittee met on September 20, 2022, and recommended City Council extend the IGA. The Subcommittee also recommended that certain provisions be enhanced to clarify the assessment and to allow for criminal activity outside the camp, if proven to stem from the camp, to count toward the assessment. City Staff subsequently met with the County and minor modifications were made to the assessment that is included in the IGA, discussed in detail below.

INTERGOVERNMENTAL AGREEMENT (IGA):

As with the initial IGA, this IGA would:

- Outline the roles and responsibilities of each party.
- The County will perform a risk assessment on a periodic basis to document the condition of the camp. The assessment includes such factors as crime, size of camp, debris, environmental impact, and risks to fire, flooding and infrastructure. If the camp scores above 75, a clean-up is performed.
- The County will fund 75% of the clean-up and the City will fund 25%. This IGA also uses the same cost-share to cover the ongoing expense of sanitation services and waste removal which is currently paid by the City with American Rescue Plan funds.
- The County will contract with and manage the clean-up provider, sanitation services, and waste removal.
- The City will manage all personal property during clean-ups in accordance with recently passed state legislation governing personal property.
- The City will post notices at least 72 hours in advance, per state law, but will make every effort to provide two weeks of notice.
- Encampments will be asked to temporarily move to another area on the Property while the clean-up occurs. Once cleaned, they will return to the original area. Throughout the entire process, the County, working with contracted non-profits, will offer support services including outreach and housing case management.

The minor modifications to the assessment tool contained in the IGA include:

- A new criterion entitled “Excessive Accumulation” has been added; measured by an accumulation of uncontained waste materials of over 40 yards per acre. This allows the EMP team to manage large accumulations in the absence of other hazards.
- A new criterion entitled “Restricts ADA Access” that would allow for maintenance of ADA Access (sidewalks, street crossings, pedestrian routes) in the absence of other hazards.

- Added additional crimes to the Reported Crime Tool and allowed for crimes occurring outside the camp but resulting from the camp to be assessed and scored. Some examples of additional crimes include failure to register as a sex offender, warrants, violations of court orders, and all unlisted misdemeanors and felonies. The crimes that count toward the score are found on tab 2 of the assessment tool.

The proposed IGA is slated to expire August 31, 2023, commensurate with the expiration of the County's Encampment Program, unless extended by the Board of Commissioners.

FISCAL IMPACT:

The estimated fiscal impact is approximately \$10,000 or 25% of the costs for clean-up, sanitation, and waste disposal. These monies are currently budgeted using federal funding from the American Rescue Plan. The City will work with Metro, non-profits, and Waste Management to utilize grant funding to reduce the City's expense as much as possible.

ATTACHMENTS:

- IGA Resolution
- Intergovernmental Agreement with Washington County
- Updated County Risk Assessment Tool