

RESOLUTION NO. 2020-92

RESOLUTION AUTHORIZING CITY MANAGER TO ENDORSE AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF FOREST GROVE AND THE CITY OF HILLSBORO FOR THE ADMINISTRATION OF THE COMMUNITY PSYCHE FUNDS UNDER THE CITY AND SPECIAL DISTRICTS ASSISTANCE (CDSA) PROGRAM FUNDS

WHEREAS, Washington County is making \$250,000 in CSDA Program funding available to Washington County Commissioner District 4 for events designing to improve community psyche; and

WHEREAS, Washington County is contracting with the City of Hillsboro to act as the convener of funds for Commissioner District 4 in which Forest Grove is located; and

WHEREAS, Hillsboro has requested the City to act as the administrator of funds based on the City's applications for projects submitted by non-profits located in Forest Grove to help share the administrative burden; and

WHEREAS, the City has agreed to act as administrator of the funds for projects proposed on behalf of non-profits located in Forest Grove.

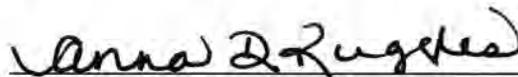
NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:

Section 1. The City Council hereby approves the Intergovernmental Agreement (IGA) between to act as administrator of funds awarded for projects submitted by non-profits located in Forest Grove as provided in the attached Exhibit A.

Section 2. The City Manager is hereby authorized to execute the final IGA on behalf of the City of Forest Grove, notwithstanding substantial changes to IGA as provided in the attached Exhibit A.

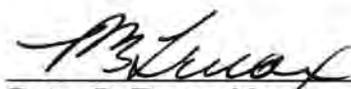
Section 3. This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 28th day of September, 2020.



Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 28th day of September, 2020.



Peter B. Truax, Mayor



INTERGOVERNMENTAL AGREEMENT

This Agreement ("Agreement") is made by and between the City of Hillsboro, a municipal corporation of the State of Oregon ("City"), and the City of Forest Grove ("Agency"), a municipal corporation of the State of Oregon. City and Agency may be jointly referred to herein as the "Parties" or individually as a "Party."

RECITALS

1. WHEREAS, ORS 190.010 authorizes units of local government to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and
2. WHEREAS, on March 8, 2020 the Governor of Oregon declared an emergency under ORS 401.165 *et. seq.* due to the public health threat posed by the novel infectious coronavirus (COVID-19); and
3. WHEREAS, on March 11, 2020, COVID-19, which spreads person-to-person through coughing, sneezing and close personal contact, was declared a pandemic by the World Health Organization; and
4. WHEREAS on March 13, 2020 the President of the United States declared the COVID-19 outbreak a national emergency; and
5. WHEREAS on March 23, 2020, Oregon Governor Kate Brown issued Executive Order 20-12 (EO 20-12) which, among other things, prohibited non-essential social and recreational gatherings of individuals outside of home or place of residence and imposed social distancing requirements that curtailed traditional committee gatherings and events; and
6. WHEREAS, on March 27, 2020 the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) became law and established the \$150 billion Coronavirus Relief Fund (Fund) from which the U.S. Department of the Treasury made payments to eligible units of local government, including the County; and
7. WHEREAS, Washington County ("County") received a payment from the Fund which, subject to the requirements of the CARES Act and 2 CFR 200, can be used to reimburse necessary expenses associated with the COVID-19 Public Health Emergency; and
8. WHEREAS, on June 2, 2020, the Washington County Board of Commissioners approved the distribution of \$1,000,000.00 from the County's allocation of the Fund for building Public Mental Health and Community Psyche as one of the four principles for the utilization of the County's allocation of the Fund. Included in the Public Mental Health and Community Psyche allocation was \$250,000 identified for Washington County District 4. The City was identified as the convener of District 4; and

9. WHEREAS, on the same day, the Washington County Board of Commissioners approved the distribution of \$7,000,000.00 from the County's allocation of the Fund (Cities and Special Districts Assistance Program) to provide economic relief and reimburse cities and special districts within Washington County for necessary expenses related to COVID-19 public health emergency; and
10. WHEREAS the City has applied and is eligible for an allocation of a portion of the Cities and Special Districts Assistance Program funds as a Subrecipient under the CARES Act to cover expenses already incurred or to be incurred in the form of unbudgeted necessary expenses due to the COVID-19 public health emergency; and
11. WHEREAS, in the process of collaborating with the County on the Public Mental Health and Community Psyche Program, City indicated that the County's goal of building public mental health and community psyche could be met with programs financed with unrestricted funds of the City;
12. WHEREAS, the County, in recognition of City's commitment to fund programs supporting the County's Public Mental Health and Community Psyche Program with unrestricted City funds, desired to increase City's allocation of funds under the County's Cities and Special Districts Assistance Program in an equal amount in a fund exchange agreement;
13. WHEREAS, on August 4, 2020 the Washington County Board of Commissioners reallocated \$1,000,000.00 from the Public Mental Health and Community Psyche Program to the Protect Public Health – Cities and Special Districts Assistance Program;
14. WHEREAS, on August 18, 2020 the Washington County Board of Commissioners allocated \$250,000 under the Cities and Special Districts Assistance Grant Program to the City in exchange for obligations associated with the Public Mental Health and Community Psyche Program; and
15. WHEREAS, the County and the City entered into an intergovernmental agreement on September 2, 2020, setting forth City's obligations associated with the Public Mental Health and Community Psyche Program (the "County IGA");
16. WHEREAS, the City agreed to act as convener for District 4 of Washington County, and allocate up to \$32,600 in support of events convened by the City of Forest Grove under the Public Mental Health and Community Psyche Program.

The parties agree as follows:

TERMS AND CONDITIONS

1. **START AND END DATES.**

The **effective date** of this Agreement is September 15, 2020, or upon signature whichever is later. This Agreement shall continue until April 30, 2021. Agreement may be terminated earlier or term may be extended, as provided in this Agreement.

2. **AGREEMENT DOCUMENTS.**

This Agreement consists of these Terms and Conditions and the documents (“Exhibits”) listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence. The Exhibits to this contract are:

- Exhibit A: Building Public Mental Health & Community Psyche

3. **RESPONSIBILITIES OF THE PARTIES.**

3.1. City of Hillsboro Responsibilities:

In exchange for carrying out Agency’s obligations set forth in this Section 3 of this Agreement (“Agency’s Responsibilities”) City shall reimburse up to \$32,600 to Agency for costs that Agency incurs in carrying out Agency’s Responsibilities.

City shall review, verify, and approve all reporting submissions described in this Sections 3 of this Agreement from Agency, prior to reimbursement of costs.

3.2. Agency Responsibilities:

Agency shall conduct or shall cause the events and activities provided in Exhibit A (the “Activities”), made and incorporated herein, to be conducted in accordance with this Agreement. The Activities, have been identified and planned to satisfy the requirements of the County’s Public Mental Health and Community Psyche Program. Any supplement or amendment of Exhibit A will be submitted to the City, together with corresponding estimated or actual budget, which will be submitted by the City for County prior approval and shall:

- 3.2.1. Aim to supplant and replace other community events and activities that have been cancelled, restricted, or postponed due to the COVID-19 public health crises; and
- 3.2.2. Be designed and implemented in a manner that complies with all applicable Federal, State or local regulations or orders pertaining to the safe operation of any event or activity including regulations or orders that require gatherings to be limited or restricted in occupancy or size; and
- 3.2.3. Be planned and carried out with a focus on diversity, equity, and inclusiveness of County residents within District 4.

3.3. Agency shall complete the events for the purposes described herein between March 1st, 2020 and March 31st, 2021.

3.4. Agency shall provide three written reports to City, which will be included in the City’s reports to County, describing in reasonable detail all Activities-related expenditures during the reporting period and provide documented proof of said expenditures.

- 3.4.1. The first report will reflect all expenditures from March 1st, 2020 through October 31st, 2020 and will be due by November 12th, 2020.
- 3.4.2. The second report shall cover the period of November 1st, 2020 through December 31st, 2020 and shall be submitted to City no later than January 13th, 2021.

- 3.4.3. The third and final report shall cover the period of January 1st, 2021 through March 31st, 2021 and shall be submitted to City no later than April 13th, 2021. The final report should contain a list of all the Activities-related programs executed, the final amount spent on each program, and the community impact of the program.
 - 3.5. Agency shall supervise or cause the proper supervision of any Activities and be responsible for all Activities participants. Agency shall have full responsibility that all Activities are conducted in a safe and careful manner. Safe and careful manner includes Agency's obligation to ensure the Activities comply with all Federal, State, and local laws, regulations and orders applicable to the Activities.
 - 3.6. Agency shall promptly provide any documentation requested by City in relation to the expenditure of the funds or other obligations under this Agreement.
 - 3.7. Agency expressly assumes toward City all duties, obligations, and responsibilities that City assumed toward County under the County IGA within the scope of City's obligations.
4. **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.
5. **RECITALS.**

The recitals above are incorporated herein as if fully set forth.
6. **INDEPENDENT CONTRACTOR.**

Each party is an independent contractor with regard to each other party and agrees that the performing party has no control over the work or the manner in which it is performed. No party is an agent or employee of any other. 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.
7. **TERMINATION.**
 - 7.1. Termination for convenience. Subject to any limitations in Exhibit A regarding repayment of funds, this Agreement may be terminated, with or without cause and at any time, by a party by providing 30 days' written notice of intent to the other party.
 - 7.2. Termination for cause. Either party may terminate this Agreement, in whole or in part, immediately upon notice, or at such later date as may be established in such a notice, to the other party upon the occurrence of the following events: One party commits any material breach or default of any covenant, warranty, obligation, certification or agreement under this Agreement, fails to perform the work or services under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work or services as to endanger the performance under this Agreement in accordance with its terms.
8. **CHANGES.**

Modifications to this Agreement are valid only if made in writing and signed by all parties.

9. **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 or agents.
10. **ACTION, SUITS OR CLAIMS.**
Each party shall give the other 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.
11. **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.
12. **NO THIRD PARTY BENEFICIARIES.**
Except as set forth herein, 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.
13. **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.
14. **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. If the parties are unable to resolve any dispute within fourteen (14) 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.
15. **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.
16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **NOTICE.**

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery or mailing with postage prepaid to Agency or City at the address 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.

For the City of Hillsboro

Contract Administrator Name, Title: **Suzanne Linneen**

Address, City, State and ZIP Code: **150 E. Main St, Hillsboro, OR 97123**

Telephone: **503-681-6404**

Email: **Suzanne.Linneen@hillsboro-oregon.gov**

For the Agency

Contract Administrator Name, Title: **Enter contract administrator's name and title**

Address, City, State and ZIP Code: **Enter address**

Telephone: **Enter telephone number**

Email: **Enter email address**

22. **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.

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.

All of the aforementioned is hereby agreed upon by the parties and executed by the duly authorized representatives of the parties signing on the next page.

FOR THE CITY OF HILLSBORO:

FOR CITY OF FOREST GROVE:

Signature

Signature

Name (Printed)

Name (Printed)

Title

Title

Date

Date

**Building Public Mental Health & Community Psyche
Washington County Commissioner District 4**

City of Hillsboro (Convener of District 4)

District-Wide Community Events & Programs				
Project Name	Description	Communities Served	Lead	Budget Request
Drive-in to Pix in the Park	A series of two, Friday night, late-summer drive-in movies shown in the parking lot of the Gordon Faber Recreation Complex. This event will be free to the public and will serve up to 600 unique individuals throughout Washington County District 4. Attendees register through a lottery system and are randomly selected for attendance. Timing – dates for event are September 4 and September 11.	District 4 Communities	City of Hillsboro	\$ 8,800.00
El Grito	In partnership with Centro Cultural, the City of Hillsboro will produce a virtual event celebrating Mexico's Independence from colonial occupation. This annual event incorporates recognition of the rich and diverse cultures of the greater Latinx community and acknowledges the independence of other Central and South American countries from colonial rule. El Grito will include the following: a City-sponsored landing page offering information and educational resources; a pre-recorded video featuring elected officials, community leaders and entertainers; community-wide distribution of a free, in-home art & activity kit; and a COH Proclamation, naming September as Hispanic Heritage month.	District 4 Communities	City of Hillsboro	\$ 7,000.00
In this Moment - community art display	In partnership with Centro Cultural, the City of Hillsboro will facilitate a community-driven, public art project in response to the Covid-19 health crisis. The goal is to create a permanent visual display, engaging a wide variety of community members who will contribute to a larger art project in a physically distanced, and safe manner. The outcome will be a permanent visual representation of community members' lived experience and their hopes for the future, in light of the pandemic. Materials will be distributed throughout all of District 4 communities.	District 4 Communities	City of Hillsboro	\$ 15,000.00
Drive Through Holiday Lights Display	A spectacular and festive drive-through light display celebrating the spirit of the winter season. Held at the Gordon Faber Recreation Complex, attendees will view over a half-mile of twinkling lights and animated displays, all from the safety of their vehicle. Currently, nothing like this exists on the west side of the Portland Metro region. Additionally we have been told that Oregon Zoo Lights will be cancelled for the 2020 season.	District 4 Communities	City of Hillsboro	\$ 393,000.00

Cities of Forest Grove, North Plains & Banks				
Project Name	Description	Communities Served	Lead	Budget Request
City of North Plains Block Party	The City and Chamber and some local business partners have been in discussion/planning for a downtown "block party" event. Details still to be determined but it would look similar to how Farmer's Markets are allowed to operate and incorporate local farm products, local restaurant items, local wineries/other beverages, and have appropriate games and activities for the whole family. (May require the County to be in Phase II)	Community at Large	City of North Plains and North Plains Chamber of Commerce	15,000.00

Downtown Trick or Treat	The City Club is reimaging this annual event where we will close main street to provide more spacing for social distancing provide a pre-bagged candy assortment , including trunk distribution and a best costume contest. We are also working out an arrangement with businesses as part of the event distribution and participation.	Community at Large	City Club of Forest Grove	4,000.00
Corn Roast	The 56th Annual Corn Roast and Fall Celebration will carry on the tradition of recognizing the importance of education throughout the community by introducing the teachers new to the community as well as those who have been identified as outstanding contributors to education and community. But the Corn Roast is also an event that brings the community together with food and entertainment in a way that kicks off the school year and fall season. The Corn Roast is a fun-filled, family event which includes grilled hot dog and hamburger meals with corn (picked that morning) for purchase, entertainment, vendors and for the first time, a big outdoor screen full of information culminating in a short film.	Community at Large	City of Forest Grove	5,600.00
Holiday in the Grove	For about 30 years, the Forest Grove Chamber of Commerce has held a holiday tree lighting event in one of several large trees near the Chamber and/or Forest Grove Senior and Community Center. Following the lighting of the tree, cookies, hot chocolate and Santa have been available at the FGSCC. Additional accommodations will have to be made to individually package the cookies and to visit Santa in a Socially Distant way. Also, as part of the Holidays in the Grove, Forest Grove has held a holiday parade.	Community at Large	Forest Grove Chamber of Commerce	7,000.00
Forest Grove Farmers' Market	Forest Grpve has a well established Farmers' Market. Covid has brought new challenges to the operations requiring an increase in staff to ensure compliance with all Covid related guidelines, additional signage, supplies and outreach.	District 4 Communties	Adelante Mujeres	10,000.00
Turkey Trot	The Forest Grove Lions are producing a new event, a 5k Turkey Trot on November 21, 2020. We are intent on bringing our community together to continue to further improve sight and hearing for those in need while partnering with the students in Pacific University's Colleges of Optometry and Audiology. (Note: event is replacing Walk/Run for Sight and Hearing that has taken place for 19 years)	Community at Large	Forest Grove Lions Club	6,000.00
City of Banks Tree Lighting Event	The City of Banks with Banks School District, Banks Fire and Washington Co Sheriff have held an Annual Christmas Tree Lighting Event at Greenville City Park for the past 7 years. Before the lighting of the tree, the Friends of the Banks Library serve hot chocolate and cookies. Banks Fire has Santa riding a fire truck to the event and handouts individual candy canes to the children. The School District has students from difference age groups sing to the community (300-400 individuals). We provide a large tent and some chairs. Additional accommodations will have to be made to individually package the cookies, provide more tents to allow for Social Distancing. The costs requested are the additional costs to put on the event due to Covid-19.	Community at Large	City of Banks	5,000.00
Not Yet Identified		Community at Large		\$ 5,000.00
			Total	<u>\$ 481,400.00</u>

Note: The Community Psyche Grant is \$250,000. Any costs exceeding the \$250,000 will be born by the City of Hillsboro.



A place where families and businesses thrive.

<u>CITY RECORDER USE ONLY:</u>	
AGENDA ITEM #:	<u>6.</u>
MEETING DATE:	<u>09/28/2020</u>
FINAL ACTION:	<u>RESO 2020-91</u>

CITY COUNCIL STAFF REPORT

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

MEETING DATE: *September 28, 2020*

PROJECT TEAM: *Paul Downey, Administrative Services Director*

SUBJECT TITLE: *Resolution Appropriating Additional Small Business Assistance Funds*

ACTION REQUESTED: Ordinance Order Resolution Motion Informational

X all that apply

ISSUE STATEMENT: The City will be receiving additional small business emergency assistance funding through Washington County from Coronavirus Aid Relief and Economic Security Act (CARES Act) Funds and will also receive funds that were remaining from a previous allocation of small business emergency assistance. The funds were not included in the budget and need to be appropriated before they can be spent. Staff has prepared a resolution appropriating the expenditure of the funds for Council consideration.

BACKGROUND: The City will be receiving an additional \$212,000 in funding for eligible expenditures for small business that meet the requirements of the program the City established. The City will also receive \$16,938 in remaining assistance funds from a previous award for eligible businesses for past rent or mortgage payment assistance. The City advertised the new program and received 54 applications with total assistance requested of \$178,000. City staff are reviewing the applications so the final total that will be approved is not yet known. If the full amount requested is paid, there will be \$34,000 in funding remaining. Staff will be discussing if and how those remaining assistance can be used. Staff will also be preparing a report on the grant program after the review of applications has been completed and payments to the businesses have been made.

FISCAL IMPACT: There is no fiscal impact to the City other than the costs of advertising and administering the program.

STAFF RECOMMENDATION: Staff has prepared a resolution appropriating the grant funds for City Council consideration.

ATTACHMENT(s): Resolution Authorizing the Expenditure of Coronavirus Aid Relief, and Economic Security Act (Cares Act) Funds for Additional Small Business Grant Assistance in the General Fund