

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN HOUSING AUTHORITY OF LINCOLN COUNTY  
AND CITY OF NEWPORT, OREGON**

For grant of funds

**THIS AGREEMENT** is made and entered into by and between THE HOUSING AUTHORITY OF LINCOLN COUNTY, hereafter referred to as ("**HALC**"); and THE CITY OF NEWPORT, Oregon, (the "**City**").

**RECITALS**

WHEREAS, ORS 190.003 defines HALC and the City as units of local government; and

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

WHEREAS, ORS 456.075 and Lincoln County created HALC to provide and increase availability of affordable housing for persons and families of lower income; and

WHEREAS, The City has authority to contribute resources for emergency shelter for unhoused individuals; and

WHEREAS, HALC acquired property commonly known as 351 SW 7th Street, Newport Oregon, which was utilized by the County Health Department as a shelter facility ("**Shelter**") for unhoused individuals this winter; and

WHEREAS, HALC requests a one-time capital investment from the City in the amount of \$250,000 to complete renovations to Shelter; and

WHEREAS, on April 1, 2024, City Manager ("**Manager**") recommended motion to develop an agreement with HALC for capital funding of Shelter in the amount of \$250,000; and

WHEREAS, on April 1, 2024, Council unanimously passed motion to develop an agreement with HALC for capital funding of Shelter in the amount of \$250,000 ("**Grant**").

**NOW THEREFORE**, in consideration of the mutual covenants contained herein the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated herein by reference.
2. **FUNDS.** This Agreement will be funded with City General Funds.

3. **EFFECTIVE DATE/TERM.** This Agreement is effective as of July 15, 2024 and unless extended or terminated earlier in accordance with its terms, will expire one year after the Effective Date (“**Expiration Date**”), unless extended an additional term by written agreement.

4. **GRANT MANAGERS.**

City’s Contact for the Grant is:  
Name: Erik Glover  
E-mail: E.Glover@NewportOregon.gov

HALC’s Grant Manager is:  
Name: Karen Rockwell  
Email [REDACTED]

5. **REAL OR PERSONAL PROPERTY.** No real or personal property is being allocated between the parties.

6. **FUNCTIONS OR ACTIVITIES.** HALC will be responsible for the renovation of the Shelter, using the Grant and other funds as necessary to see that the Shelter becomes operational and contributes to the purpose for which HALC was created. HALC is responsible for all project details and logistics, including compliance with all applicable procurement and public contracting statutes, rules, regulations, and policies, as they relate to completion of renovations to Shelter.

7. **PAYMENTS/TAXES/LIENS.** The City will provide a total of \$250,000 – the Grant – to HALC as provided herein:

- a. The City will provide \$125,000 of grant funds to HALC within 14 days of the Effective Date of this Agreement.
- b. The City will provide the balance of grant funds - \$125,000 - upon issuance of an occupancy permit for the Shelter by the Building Official.

8. **HALC OBLIGATIONS.** HALC will return the initial payment of Grant funds, totaling \$125,000 to the City, in the event the Shelter is not completed, nor opened within the Term of this Agreement. If HALC becomes obligated under this provision to return any Grant funds, HALC will do so within 60 days of such written request by the City for the return of Grant funds.

9. **REVENUE.** The Parties do not anticipate any revenues will be derived pursuant to this Agreement.


10. **PERSONNEL.** No employees will be transferred pursuant to this Agreement.

11. **TERMINATION.** This Agreement may be terminated by mutual consent by the parties or by either party, at any time, for any reason, upon sixty (60) days-notice in writing delivered by certified mail or personal service to the other party. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination.

12. **NOTICES.** Notices and requests required by and given in connection with this Agreement and all other communications related to this Agreement will be in writing or email and deemed given as of the day they are received by either (a) personal delivery, (b) electronic, (c) overnight delivery service, (d) United States mail, certified and return receipt requested, and addressed as follows:

City of Newport  
Attn: City Manager  
169 SW Coast Hwy  
Newport, OR 97365  
541-574-0601  
n.vetter@newportoregon.gov

Housing Authority of Lincoln County  
Attn: Karen Rockwell




Changes may be made to the names and addresses of the person to whom notices, bills, and payments are to be given by providing notice pursuant to this paragraph.

13. **INDEMNITY/HOLD HARMLESS.** To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, (ORS 30.260 through 30.300), each party (as applicable, the 'indemnifying party') shall hold harmless, defend and indemnify the other party and its officers, employees, and agents from and against any and all claims, demands, damages or injuries, liability of damage, including injury resulting in death or damage to property, suffered directly or from a third-party claim arising out of or relating to the negligent or otherwise wrongful acts or omissions of the indemnifying party or its officers, employees, or agents under this Agreement; provided, however, that a party shall not be required to defend or indemnify the other party for any liability arising out of or relating to the negligent or otherwise wrongful acts or omissions of the other party. Such indemnification provision above shall also cover claims brought against either party under state or federal employees' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification. Indemnity and defense for claims arising during the term of this Agreement shall survive expiration or termination of this Agreement as allowed by law.
14. **DEFAULT.** The City will be in default under this Agreement if the City fails to provide Grant funds as stated herein.
15. **SCOPE OF AGREEMENT.** This Agreement and attached exhibits constitute the

entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all Parties and all necessary approvals have been obtained. 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 HALC or the City to enforce any provision of this Agreement shall not constitute a waiver by HALC or the City of that or any other provision.

16. **ASSIGNMENT.** This Agreement cannot be assigned. Any purported assignment shall be deemed a violation of the agreement and result in termination of the Agreement.

**City of Newport, Oregon**

By:  \_\_\_\_\_  
Date: 5/18/24 \_\_\_\_\_  
Mayor

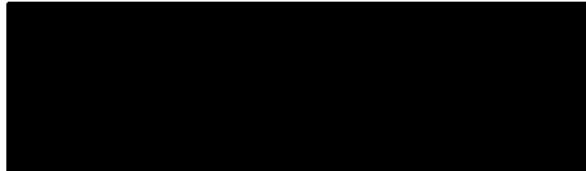
**Housing Authority of Lincoln County**

By: \_\_\_\_\_  
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City of Newport, Oregon

By: 

Date: 5/16/24

Mayor

Housing Authority of Lincoln County

By: Kam Bonkwell

Date: 7/16/2024