



**RESOLUTION**  
**(2-2018)**

**A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING THE CITY  
ADMINISTRATOR TO SIGN A MEMORANDUM OF UNDERSTANDING  
AGREEMENT WITH HOME FORWARD**

**WHEREAS**, the City has a current Cooperation Agreement with Home Forward which among other items details an annual PILOT (“payment in lieu”) payment to be made to the City in the amount of \$28,132 ; and

**WHEREAS**, the First Amendment to the Cooperation Agreement terminated June 30, 2017; and

**WHEREAS**, the City and Home Forward discussed and agreed to enter into a new Memorandum of Understanding for the annual PILOT payment.

**NOW, THEREFORE, BE IT RESOLVED BY THE FAIRVIEW CITY COUNCIL AS  
FOLLOWS:**

**Section 1**      The City Administrator is authorized to sign a Memorandum of Understanding with Home Forward as attached as Exhibit A.

**Section 2**      This resolution is and shall be effective from the day of its passage.

Resolution adopted by the City Council of the City of Fairview, this 3rd day of January, 2018.

\_\_\_\_\_  
Mayor, City of Fairview  
Ted Tosterud

ATTEST

\_\_\_\_\_  
City Recorder, City of Fairview  
Devree Leymaster

1-9-18

\_\_\_\_\_  
Date

**Exhibit A**

**Memorandum of Understanding**

This Memorandum of Understanding (“MOU”) represents an agreement between the **CITY OF FAIRVIEW** (“City”), and **HOME FORWARD**, an Oregon public body corporate and politic (collectively, the “Parties”) entered into as of January 4, 2018.

In accordance with this MOU, the Parties agrees as follows:

1. Starting on July 1, 2017, Home Forward shall make annual payments to the City in the amount of \$28,154.00 in lieu of real and personal property taxes and special assessments and in payment for the public services and facilities furnished to Home Forward owned properties in the City (“PILOT Payment”). The PILOT Payment is a voluntary payment made by Home Forward. This first PILOT Payment shall be made on or before December 1, 2017 and shall continue annually on each December 1 of every year thereafter. The PILOT Payment shall increase by 2.0% per annum, effective July 1, 2018, and every July thereafter.

If it is determined during Home Forward’s budget process that Home Forward will be unable to make the full, voluntary PILOT Payment on December 1, Home Forward will provide the Parties advance notice by April 1 of that year. Upon failure of Home Forward to make any PILOT Payment, no lien against Home Forward properties or assets shall attach, nor shall any interest or penalties accrue or attach on account thereof.

2. To enter into a three party Cooperative Agreement between City, Home Forward and Multnomah County Sheriff’s Office (MCSO) for a relationship of mutual collaboration, coordination and support, in order to fulfil the shared goal of addressing crime and public safety at Home Forward owned properties specifically and throughout the City in general. The Cooperative Agreement is attached and shall be a part of this MOU.
3. This MOU shall terminate as of June 30, 2021. The Parties agree any Payment In Lieu of Tax (“PILOT”) payment from Home Forward to the City shall cease upon termination of the three party Cooperative Agreement attached hereto.

IN WITNESS WHEREOF, the Parties hereto have entered into this MOU as of the date above.

HOME FORWARD

By: \_\_\_\_\_  
Michael Buonocore, Executive Director

CITY OF FAIRVIEW

By: \_\_\_\_\_  
Nolan K Young, City Administrator