

**FIRST AMENDMENT TO THE
JOINT OFFICE OF HOMELESS SERVICES
INTERGOVERNMENTAL AGREEMENT (CONTRACT # 30005335)**

This FIRST AMENDMENT TO THE JOINT OFFICE OF HOMELESS SERVICES INTERGOVERNMENTAL AGREEMENT (this "Amendment") is made and entered this __ day of February __, 2017 (the "Effective Date"), by and between Multnomah County (the "County") and the CITY OF PORTLAND, a municipal corporation of the State of Oregon, acting by and through the PORTLAND HOUSING BUREAU, (the "City" or "PHB"). The County and PHB may be referred to jointly in this Agreement as the "Parties" and individually as a "Party."

RECITALS

- A. The County and PHB entered into that certain Intergovernmental Agreement for the Joint Office of Homeless Services dated July 1, 2016 (the "Joint Office IGA").
- B. The Parties desire to amend the Joint Office IGA to, among other things, provide a revised budget for City 16/17 funding ("Exhibit H") as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. **Exhibit H: The City's 16/17 Budget.** Exhibit H attached to the Joint Office IGA is hereby deleted and replaced with the revised Exhibit H attached hereto as Attachment 1. The revised Exhibit H includes an allocation of \$1,662,500 of City General Funds to the Joint Office for purposes of providing permanent supportive housing (PSH) services connected to city-regulated housing, summarized in the table attached hereto as Attachment 2. Changes to expenditures may be made upon mutual agreement of the City and County through the Joint Office Director and PHB Director.
- 2. **Definitions:**
 - A. **Service Contracts.** The first sentence of the definition for Service Contracts set forth in Section 1.5 of the Joint Office IGA is hereby deleted and replaced with the following sentence: "*Service Contracts*" means agreements, such as contracts, grant agreements, or intergovernmental agreements, with entities such as direct service providers and pass-through or administrative entities, for the provision of services to families, youth, victims of domestic violence, and single adults in need of housing support, and includes the procurement and administration of such contracts."
- 3. **Transfer of Employees:**
 - A. **Section 6.12.** As Section 6.12 is duplicative of the existing Section 6.9, Section 6.12 is hereby deleted.

4. Continued City and County Governance and Accountability:

- A. **No Conflict of Interest.** Section 7.1.3 is hereby deleted in its entirety and replaced with the following: “No Conflict of Interest: Members of the PBAC may not be employees, officers or directors of an entity that is a recipient of Joint Office funding, with the exception of the AHFE partner funding jurisdictions that are the City of Portland, Multnomah County, Home Forward and City of Gresham.”
- B. **Policy and Budgeting Recommendations.** Clause (b) of Section 7.1.4. is hereby deleted in its entirety and replaced with the following: “(b) develop planning for Joint Office services, functions, budget priorities, and consistency with AHFE Board and other federal, state, local, and private goals and initiatives addressing People Experiencing Homelessness and addressing Permanent Supportive Housing.”
- C. **Policy & Budget Changes.** Section 7.3 is hereby deleted in its entirety and replaced with the following: “Policy & Budget Changes. Changes to the primary functions of the Joint Office set forth in Section 8 and the Baseline Funding Amounts shall be mutually approved by the Chair and Commissioner-in-Charge of the Housing Bureau, and presented to the Multnomah County Board of Commissioners and the City Council for approval.”

5. Joint Office Functions:

- A. **Administer Sub-Grants, Subcontractors.** Section 8.1 is hereby deleted in its entirety and replaced with the following: “Administer Service Contracts: The Joint Office will implement multiple Service Contracts, as permitted by, and in accordance with all laws governing the CoC program, ESG, HOME and HOPWA grants; and regulations governing the Parties’ general funds, as applicable.”
- B. **Section 8.2.1.** The word “sub-contractor” is hereby deleted and replaced with the words “Service Contract.”
- C. **Section 8.2.3.** The phrase “Through multiple contractors and subcontractors” is hereby deleted and replaced with the phrase “Through multiple Service Contracts”.
- D. **Section 8.5.3.** Both instances of the word “sub-recipients” are hereby deleted and replaced with the following phrases “Service Contracts”.
- E. **AHFE and Continuum of Care System Coordination.** Add a new Section 8.6 after Section 8.5 as follows:
“8.6 AHFE and Continuum of Care System Coordination:
 8.6.1. If so designated by the AHFE Board, act as the Collaborative Applicant for the HUD Continuum of Care Program as described in the Continuum of Care Interim Rule or its successor Final Rule.

 8.6.2. Fulfill the staffing commitments of PHB and DCHS within the Personnel/Lead Agency Section (Sections 5.a and 5.b, respectively) of the agreement establishing the

EXHIBIT A

Board, including providing support to the Board and facilitating community-based policy planning and budget recommendation processes.

8.6.3. Coordinate services which assist People Experiencing Homelessness or at imminent risk of becoming homeless with supportive services through other systems, including, but not limited to health care, employment, mental health services, and public safety.”

6. Joint Office Budgeting and Payment:

A. **Voluntary Funding Increases.** Add following sentence to the end of Section 11.10:
 “Such voluntary increases, including funding to address emergency needs as described in 7.2, will be documented through revision of IGA Budget Totals in monthly or quarterly Reconciliation Submittals mutually approved in writing by the Contract Signatory at PHB and the County. Such revisions do not require formal amendment of the Agreement.”

B. **Federal Dollars.** Section 11.8 is hereby deleted and replaced with the following:

“**Federal Dollars:** It is the intent of the Parties that during the Term, PHB will remain the direct recipient of HOPWA, HOME and ESG federal funds (Sections 11.8.1 through 11.8.3), and that following its creation the Joint Office will apply to become the grantee for CoC federal funds for Outside Transition into Stability and planning grants (Sections 11.8.4 and 11.8.5.) To the extent that the City receives Federal Dollars during the Term, and those funds are part of the City Total Funding, it shall transfer to the County in accordance with HUD requirements, as set forth in the Reconciliation Submittals on a monthly reimbursement basis, the following Federal Dollars:

- 11.8.1. HOPWA funds;
- 11.8.2. HOME funds;
- 11.8.3. ESG funds;
- 11.8.4. CoC- Outside Transition Into Stability; and
- 11.8.5. CoC planning.”

7. **Miscellaneous.** Except as expressly modified by this Amendment, all other terms and conditions of the Joint Office IGA remain unchanged.

EXHIBIT A

MULTNOMAH COUNTY:

CITY OF PORTLAND:

DO NOT EXECUTE

DO NOT EXECUTE

By: Deborah Kafoury, Chair
Multnomah County Board of Commissioners

By: Ted Wheeler, Mayor
City of Portland

*Approved as to Form:**Approved as to Form:*

DO NOT EXECUTE

DO NOT EXECUTE

County Attorney

City Attorney

Attachment 1

EXHIBIT H

The City's 16/17 Budget

City Baseline Funding Amount:	\$15,000,000.00
City Additional funding for 16/17:	
General Fund One-Time (FY 16/17 Adopted)	\$7,730,074.00
General Fund Ongoing for PSH Services (FY 16/17 Adopted Budget)	\$1,662,500.00
General Fund One-Time (FY 16/17 Fall BMP)	\$895,974.00
City Total Funding Amount:	\$25,288,548.00
HUD HOPWA Grant	1,124,305.00
HUD ESG Grant	470,238.00
HUD ESG Grant -STRA	231,955.000
Federal Dollars:	\$1,826,498.00
City's 16/17 Funding	\$27,115,046.00

Attachment 2

City funding - PSH budget plan (\$1,662,500) – August, 2016

“AHFE Permanent Housing Placements – Permanent Supportive Housing” Request:

Funding (ongoing) to provide rent assistance and supportive services to at least 190 people. The bureau has more than 190 PSH units it has funded that are in need of supportive services funding.

Committed Investments

	Description	Amount	Outcomes	Funding Mechanism
1	SEI's new PSH project: local match to serve total 50 new households; opportunity to connect 25-40 PHB units (15-20 from PCRI); jointly funded (50%/50%) with County	\$150,000	Supports placement of 25 households into PSH in PHB-regulated units.	Joint Office
2	BCC Apartments: Enhanced housekeeping services for PSH tenants to maintain housing stability and prevent evictions	\$110,000	Support enhanced housing retention.	Joint Office
3	CCC HOPE PSH project: local match to serve total 130 households; jointly funded (50%/50%) with County	\$150,000	Flexible client assistance for new PSH placements at turnover (est. 20 hh)	Joint Office
4	Coordinated Access team: jointly funded (50%/50%) with County to form pilot CA team for access into PSH units (including PHB regulated PSH units)	\$200,000	Conduct 250-500 assessments/year into an estimated 160 PSH units annually.	Joint Office
	SUB TOTAL COMMITTED	\$610,000	70 households receive placement and/or enhanced PSH services	

Proposed Investments

	Description	Amount	Outcomes	Funding Mechanism
1	Mobile PSH services team pilot: link to 50 PHB-regulated units; 5 FTE team with 6-month launch (Jan to June 2017).	\$375,000	Connect supportive services delivery to 50 PHB-regulated units.	Joint Office solicitation w/ PHB coordination
2	Unity Center: Supportive service coordination with 50 new units to house people directly referred from Unity; opportunity to partner with HealthShare, Care Oregon, OHA, County, others, for medical support services.	\$652,500	Create strong support services coordination for 50 new PHB units receiving direct referral from Unity.	Joint Office solicitation w/ PHB coordination
3	Salvation Army's Women's Housing Collaborative: cover operating rent assistance shortage to serve 30 households annually who have experienced DV and/or sexual assault.	\$25,000	Ongoing rent assistance for 30 households	Joint Office
	SUB TOTAL PROPOSED	\$1,052,500	Funding to house 100 households in PHB-regulated, fully operational PSH; PSH housing retention for 30 households.	