

Exhibit A

Intergovernmental Agreement
Multnomah County Contract No: DCHS-IGA-13234-2021
City of Portland Contract No:

This Intergovernmental Agreement (this “Agreement”) is by and between the City of Portland (“Portland”) and Multnomah County (the “County”).

RECITALS

A. The purpose of this Agreement is to provide funding to the City of Portland for staffing and support for a quarterly multi-jurisdictional committee as well as lead responsibility for the Five-Year Consolidated Plan 2021-2025, including an updated Fair Housing Assessment and/or Analysis of Impediments, as required by HUD, Citizen Participation Plan, annual Action Plans FY 2021-2022, FY 2022-2023, FY 2023-2024, FY 2024-2025, FY 2025-2026, performance reports as requested by HUD, and planning and managing the 2026-2030 Consolidated Plan.

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. **TERM:** The term of this agreement shall be from **July 1, 2021** to **June 30, 2025**.
2. **RECITALS:** Action Plans FY 2021-2022, FY 2022-2023, FY 2023-2024, FY 2024-2025, FY 2025-2026, Updated Fair Housing Assessment and/or Analysis of Impediments, Citizen Participation Plan, Consolidated Plan 2021-25 and the 2026-2030 Consolidated Plan.
 - a. In 1990, the U.S. Congress passed the National Affordable Housing Act requiring entitlement jurisdictions under the federal Community Development Block Grant program to prepare and adopt Comprehensive Housing Affordability Strategies (CHAS). The CHAS required local communities to identify five-year and one-year affordable housing goals.
 - b. In 1991, Multnomah County (the “County”), Portland, and the City of Gresham (“Gresham”) adopted a single CHAS to set the community's affordable housing goals in a County-wide context.
 - c. Also in 1991, the County, Portland, and Gresham formed a consortium (the “Consortium”) jurisdiction to receive and administer federal HOME Investment Partnership Program funds.
 - d. In 1992, the County, Portland, and Gresham formally recognized their common interest in affordable housing issues by creating the County-wide Housing and Community Development Commission (“HCDC”) to serve as the community's primary policy forum to address affordable housing issues in Multnomah County.

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HCDC was charged with policy development and resource coordination and included citizen representation from all three jurisdictions.

- e. In 1992, the County, Portland, and Gresham further reinforced their community's interest in a comprehensive approach to affordable housing issues by designating Home Forward (“Home Forward”) as a County-wide public housing authority.
- f. In 1992, Home Forward joined the County, Portland, and Gresham in an intergovernmental agreement (“IGA”) to facilitate the administration and implementation of HCDC by coordinating personnel resources.
- g. In 1993 the County, Portland, and Gresham, pursuant to a new federal mandate, adopted a new County-wide CHAS. The CHAS clarified the community's affordable housing goals.
- h. In 1994, the County, Portland, and Gresham entered into another IGA to support administration of HCDC and update the CHAS.
- i. In 1994, HUD required the preparation of a Consolidated Plan (the Plan), in lieu of the CHAS, to set forth the affordable housing and anti-poverty strategies for the Consortium and community development strategies for each jurisdiction.
- j. In FY 1994-1995, Portland, with financial support from the Consortium, prepared the Plan and provided support to HCDC.
- k. For the five fiscal years commencing July 1, 1995 and concluding June 30, 2000, with financial support from the Consortium, Portland updated the Plan, prepared annual Action Plans, and provided support to HCDC.
- l. In FY 1999-2000, Portland, with financial support from the Consortium, prepared a Plan for the five-year period commencing July 1, 2000 and concluding June 30, 2005, and provided support to HCDC.
- m. For the five fiscal years commencing July 1, 2000 and concluding June 30, 2005, with financial support from the Consortium, Portland updated the Plan, prepared annual Action Plans, and provided support to HCDC.
- n. In FY 2004-05, with financial support from the Consortium, Portland prepared a Plan setting forth anti-poverty, affordable housing and non-housing community development strategies for the Consortium for the five-year period commencing July 1, 2005 and concluding June 30, 2010, and provided support to HCDC.
- o. In FY 2005-06, Portland, with financial support from the Consortium, prepared a one-year plan for FY 2006-07, and provided support to HCDC. Portland also implemented HUD directives regarding use of the CPMP tool, reporting of outcome measures using HUD prescribed categories, and reporting on efforts to address chronic homelessness.

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- p. Over the period 2004-06, Portland, with financial support from the Consortium, updated the “Analysis of Impediments to Fair Housing” for the Consortium. The fair housing plan calls for additional proceedings over the coming years to address issues that were raised, but not resolved, in the course of developing the Updated Analysis of Impediments.
- q. Over the period 2006-2010, Portland, with financial support from the Consortium, prepared one-year plans for each fiscal year between 2006 and 2010, and provided support to HCDC.
- r. In FY 2009-2010, Portland, with financial support from the Consortium, prepared a one-year plan for FY 2010-2011. An extension was granted for the Consolidated Plan with an allowance for one more annual Action Plan.
- s. In 2010-2011, Portland notified its jurisdictional partners that it was dissolving HCDC. Portland created a new jurisdictional advisory commission, the Portland Housing Advisory Commission (PHAC). Portland also began a process of consulting with the other members of the Consortium regarding the development of a new interjurisdictional body to oversee the public involvement functions required of consortiums by HUD and previously performed by HCDC.
- t. In 2010-2011 HCDC was replaced with the Federal Funding Oversight Committee (“FFOC”). FFOC is a legal entity created by resolution of the three Consolidated Plan jurisdictions (Portland, Gresham, and the County) upon Council acceptance of the 2011-2016 Citizen Participation Plan. The FFOC held public hearings required by the Citizen Participation Plan, recommended allocation of federal housing and community development formula funds to the jurisdictions, and until FY 2014-15 recommended allocation of Continuum of Care (“CoC”) funds and acted as the primary decision-making group for the CoC.
- u. The County and Portland entered into IGAs in each fiscal year FY 2010-2011 through FY 2015-2016 to provide financing for Portland to take lead responsibility for coordination and completion of the Five- Year Consolidated Plans and one-year Action Plans and other plans and performance reports as requested of the consortium by HUD.
- v. In FY 2014-2015, the County, Gresham, Portland and Home Forward entered into an IGA to establish and allocate staff support to the Home for Everyone Coordinating Board (the “Board”) and to identify it as the CoC Board for the Portland/Gresham/Multnomah County CoC. The Board recommends allocation of CoC funds, acts as the primary decision-making group for the CoC and participates in the Consolidated Plan as required by HUD’s interim rules for the ESG and CoC program.
- w. In FY 2015-2016, the County and Portland entered into an agreement to provide financing for Portland to take lead responsibility for coordination of the new Five Year Consolidated Plan FY 2016-2020 and one-year Action Plan FY 2015-16,

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and the McKinney Vento recommendation process, Emergency Solutions Grants, and other plans and performance reports as requested of the consortium by HUD.

- x. Also, in FY 2016-2017 the Consortium adopted the new five-year Consolidated Plan FY 2016-2020. The parties entered into an agreement to provide funding to the City of Portland for staffing and support to lead responsibility for administering the next Five Year Consolidated Plan 2016-2020, including an updated Analysis of Impediments to Fair Housing (Fair Housing Assessment) and Citizen Participation Plan and Annual Action Plans for FY 2016-17, FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21.
- y. Beginning in FY 2016-17, Portland and the County have entered into an IGA to create a Joint Office of Homeless Services to mutually support the Board, administer a range of jointly funded homeless services contracts, including several funded with Consolidated Plan formula funding resources, and act as the CoC Collaborative Applicant to prepare the annual competitive application for HUD's CoC Program. As a result, Multnomah County, Gresham and Portland FFOC was disbanded for purposes of the CoC and the Consolidated Plan.
- z. In FY 2017-2018, the County and Portland entered into an Agreement to provide financing for Portland to take lead responsibility during FY 2017-18 for coordination of the new Five-Year Consolidated Plan FY 2016-2020 and one-year Action Plan FY 2018-19, and other plans and performance reports as requested of the Consortium by HUD.
- aa. In FY 2018-2019 the County and Portland entered into this Agreement to provide financing for Portland to take lead responsibility during Fiscal Years 2018-2020, for coordination of one-year Action Plans for Fiscal Years 2018-2020, Analysis of Impediments to Fair Housing and other plans and performance reports as requested of the consortium by HUD.
- bb. In FY 2020-2021, the County and Portland are collaborating on the planning, community needs hearing, writing and submission of the new Consolidated Plan 2021-25 and the associated one-year Action Plan for FY 2021-222. The documents will be submitted in Summer 2021. Further, there will be continued collaboration for the subsequent Actions Plans for FY 2022-23, FY 2023-24, FY 2024-25 and FY 2025-26. Also in FY 2025-26, the Consortium members will collaborate on planning, preparation and submission of the 2026-2030 Consolidated Plan.
- cc. In 2020, HUD reduced the Affirmatively Furthering Fair Housing (AFFH), the rule governing fair housing, to simply an ongoing commitment towards fair housing for entitlement jurisdictions. Reverting that in April 2021, HUD has released two interim rules: (1) restoration of AFFH and (2) reinstatement of the disparate impact rule. These rules will determine the nature of required update to Fair Housing Assessment and/or Analysis of Impediment. For the Con Plan 2021-25, as per requirement, the Portland Consortium is certifying a commitment to furthering fair housing.

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- dd. The Fair Housing Advocacy Committee (FHAC), a multijurisdictional committee of Portland, Multnomah County and Gresham, and bound by an intergovernmental agreement to plan local federal resources to affirmatively further fair housing and access to opportunity will be the advisory committee for work tied to implementation of the finalized AFFH or any other final HUD fair housing regulations.
- ee. Multnomah and Portland now desire to enter into this Agreement to provide financing for Portland to take lead responsibility during the Term of this Agreement for the following scope of work, as further described in Exhibit 1, attached hereto:
- Coordination of the Five-Year Consolidated Plan FY 2021-2025
 - Administration of one-year Action Plans
 - Administrative tasks assigned to Consortium Lead by HUD (e.g. IDIS reporting)
 - Emergency Solutions Grants
 - HOPWA
 - Updated Fair Housing Assessment and/or Analysis of Impediments as required by HUD
 - and Other plans and performance reports as requested of the consortium by HUD
3. **ADMINISTRATION, OPERATION AND UPDATING THE PLAN:** The parties to this Agreement shall facilitate the administration and operation and implementation of the Five-Year Consolidated Plan FY 2021-2025, updating of the Consolidated Plan Annual Action Plans and the Update of Fair Housing Assessment and/or Analysis of Impediments as required by HUD, and the Citizen Participation Plan.
4. **RESPONSIBILITIES OF PORTLAND:** Portland agrees to:
- a. Implement the Scope of Work as described in Exhibit 1; and
 - b. Provide staff support as described in Exhibit 1.
5. **RESPONSIBILITIES OF THE COUNTY:** The County agrees to:
- a. Participate in implementing the Scope of Work as described in Exhibit 1, as coordinated by Portland
 - b. Designate one or more staff persons to coordinate public hearings scheduled to meet the requirements of the Consortium's Citizen Participation Plan, consistent with HUD regulations
 - c. Designate one or more persons as members of the Fair Housing Advocacy Committee
 - d. Participate in the development of recommendations for policies and strategies to address the housing, Fair Housing, and non-housing community development needs of low/moderate-income residents of the County
 - e. and Provide funding support in the amount of \$5,000 per fiscal year

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6. **TERMINATION:** This Agreement may be terminated by either party upon thirty (30) days' written notice.
7. **INDEMNIFICATION:** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless Portland from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Portland shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of Portland, its officers, employees and agents in the performance of this Agreement.
8. **INSURANCE:** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
9. **ADHERENCE TO LAW:** Each party shall comply with all federal, state and local laws and ordinances applicable to this Agreement.
10. **NON-DISCRIMINATION:** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
11. **ACCESS TO RECORDS:** Each party shall have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
12. **SUBCONTRACTS AND ASSIGNMENT:** Neither party will subcontract or assign any part of this Agreement without the written consent of the other party.
13. **THIS IS THE ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

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Scope of Work: Exhibit 1

Consolidated Plan 2021-2025, Annual Action Plans FY 2021-2022, FY 2022-2023, FY 2023-2024, FY 2024-2025, FY 2025-2026, Update to Fair Housing Assessment and/or Analysis of Impediments to Fair Housing as required by HUD, Citizen Participation Plan, other plans as needed as part of the Consolidated Plan 2021-2025, planning and managing the 2026-2030 Consolidated Plan. and staffing of the Consortium committees including the Fair Housing Advocacy Committee.

Portland Scope of Work

Program management:

1. Coordinate Consortium meetings, to be scheduled at mutually convenient times
2. Provide orientation and staff support to partner jurisdictions for public hearings and other Consortium-related projects
3. Manage Consortium work plans
4. Coordinate Consolidated Plan stakeholders from Multnomah County, the City of Gresham, the City of Portland, and Home Forward
5. Take lead responsibility for coordination and completion of the 2021-2025 Consolidate Plan, Annual Action Plans, Update of the Fair Housing Assessment and/or Analysis of Impediments as required by HUD, other related plans and reports as requested of the Consortium by HUD and planning and management of 2026-2030 Consolidated Plan
6. Facilitate communication between jurisdictions regarding Consortium related business
7. Coordinate responses to proposed regulatory changes
8. Comply with adopted regulatory changes and support partner jurisdictions with compliance
9. Ensure that the Consortium complies with its Citizen Participation Plan
10. Perform other tasks as needed to fulfill Consortium responsibilities
11. Coordination of the Fair Housing Advocacy Committee
12. Certify consistency with the Consolidated Plan for the full Plan geography and on behalf of each of the Plan's jurisdictions (Multnomah County and the Cities of Portland and Gresham

Administrative support:

1. Provide administrative support including minutes and mailings for the Consortium and related Consortium committees.
2. Perform other tasks as needed to fulfill Consortium responsibilities.

Housing planning:

1. Provide market housing inventory, countywide demographic information, economic trends, and industry trends, as needed for planning purposes.
2. Provide research as needed on policy issues with countywide impact for advice to consortium (e.g., regional growth issues, fair housing, property tax abatement, fee waivers and State legislative issues).
3. Assist in compilation of Consolidated Plan, Annual Action Plans, Update to the Fair Housing Assessment and/or Analysis of Impediments as required by HUD to Fair Housing and performance reports.
4. Perform other tasks as needed to fulfill Consortium responsibilities:

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Housing and service planning for special populations, including individuals and families experiencing homelessness, and individuals and families with special needs.

5. Act as Grantee for ESG and HOPWA funds
6. Consult with the Portland/Multnomah County/Gresham Continuum of Care (CoC), as required by HUD for the ESG and CoC programs, through coordination with its Board, the Home for Everyone Coordinating Board and the Joint Office of Homeless Services.
7. Perform other tasks as needed to fulfill Consortium responsibilities.

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**Intergovernmental Agreement
GOVERNMENT CONTRACT (Non-190 AGREEMENT)
City of Gresham Agreement No:
City of Portland Agreement No:**

This Intergovernmental Agreement (this “Agreement”) is by and between the City of Portland (“Portland”) and the City of Gresham (“Gresham”).

RECITALS

A. The purpose of this Agreement is to provide funding to Portland for staffing and support for a regular multi-jurisdictional committee as well as lead responsibility for the Five Year Consolidated Plan 2021-2025, including an updated Fair Housing Assessment and/or Analysis of Impediments, as required by HUD, Citizen Participation Plan and Annual Action Plans FY 2021-22, FY 2022-23, FY 2023-24, FY 2024-25 and FY 2025-26, performance reports as requested by HUD and planning and managing the 2026-2030 Consolidated Plan.

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. **TERM:** The term of this agreement shall be from **July 1, 2021** to **June 30, 2025**.
2. **RECITALS:** Action Plans FY 2021-2022, FY 2022-2023, FY 2023-2024, FY 2024-2025, FY 2025-2026, Updated Fair Housing Assessment and/or Analysis of Impediments, Citizen Participation Plan, Consolidated Plan 2021-25 and the 2026-2030 Consolidated Plan.
 - a. In 1990, the U.S. Congress passed the National Affordable Housing Act requiring entitlement jurisdictions under the federal Community Development Block Grant program to prepare and adopt Comprehensive Housing Affordability Strategies (“CHAS”). The CHAS required local communities to identify five-year and one-year affordable housing goals.
 - b. In 1991, Multnomah County (the “County”), Portland, and Gresham adopted a single CHAS to set the community's affordable housing goals in a County-wide context.
 - c. Also in 1991, the County, Portland, and Gresham formed a consortium (the “Consortium”) jurisdiction to receive and administer federal HOME Investment Partnership Program funds.

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- d. In 1992, the County, Portland, and Gresham formally recognized their common interest in affordable housing issues by creating the County-wide Housing and Community Development Commission (“HCDC”) to serve as the community's primary policy forum to address affordable housing issues in Multnomah County. HCDC was charged with policy development and resource coordination and included citizen representation from all three jurisdictions.
- e. In 1992, the County, Portland, and Gresham further reinforced their community's interest in a comprehensive approach to affordable housing issues by designating Home Forward (“Home Forward”) as a County-wide public housing authority.
- f. In 1992, Home Forward joined the County, Portland, and Gresham in an intergovernmental agreement (“IGA”) to facilitate the administration and implementation of HCDC by coordinating personnel resources.
- g. In 1993 the County, Portland, and Gresham, pursuant to a new federal mandate, adopted a new County-wide CHAS. The CHAS clarified the community's affordable housing goals.
- h. In 1994, the County, Portland, and Gresham entered another IGA to support administration of HCDC and update the CHAS.
- i. In 1994, HUD required the preparation of a Consolidated Plan (the “Plan”), in lieu of the CHAS, to set forth the affordable housing and anti-poverty strategies for the Consortium and community development strategies for each jurisdiction.
- j. In FY 1994-1995, Portland, with financial support from the Consortium, prepared the Plan and provided support to HCDC.
- k. For the five fiscal years commencing July 1, 1995 and concluding June 30, 2010, with financial support from the Consortium, Portland updated the Plan, prepared annual Action Plans, and provided support to HCDC.
- l. In FY 1999-2000, Portland, with financial support from the Consortium, prepared a Plan for the five-year period commencing July 1, 2000 and concluding June 30, 2005, and prepared Annual Action Plans.
- m. In FY 2004-2005, with financial support from the Consortium, Portland prepared a Plan setting forth anti-poverty, affordable housing and non-housing community development strategies for the Consortium for the five-year period commencing July 1, 2005 and concluding June 30, 2010, and prepared Annual Action Plans.
- n. Over the period 2004-2006, Portland, with financial support from the Consortium, updated the “Analysis of Impediments to Fair Housing” for the Consortium. The fair housing plan calls for additional proceedings over the coming years to address

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issues that were raised, but not resolved, in the course of developing the Updated Analysis of Impediments.

- o. In FY 2005-06, Portland, with financial support from the Consortium, prepared a one-year plan for FY 2006-07, and provided support to HCDC. Portland also implemented HUD directives regarding use of the CPMP tool, reporting of outcome measures using HUD prescribed categories, and reporting on efforts to address chronic homelessness.
- p. Over the period 2004-06, Portland, with financial support from the Consortium, updated the “Analysis of Impediments to Fair Housing” for the Consortium. The fair housing plan calls for additional proceedings over the coming years to address issues that were raised, but not resolved, in the course of developing the Updated Analysis of Impediments.
- q. Over the period 2006-2010, Portland, with financial support from the Consortium, prepared one-year plans for each fiscal year between 2006 and 2010, and provided support to HCDC.
- r. In FY 2009-2010, Portland, with financial support from the Consortium, prepared a one-year plan for FY 2010-2011. An extension was granted for the Consolidated Plan with an allowance for one more annual Action Plan.
- s. In FY 2010-2011, Portland notified its jurisdictional partners that it was dissolving HCDC. Portland created a new jurisdictional advisory commission, the Portland Housing Advisory Commission (PHAC). Portland also began a process of consulting with the other members of the Consortium regarding the development of a new interjurisdictional body to oversee the public involvement functions required of consortiums by HUD and previously performed by HCDC.
- t. In FY 2010-2011 HCDC was replaced with the Federal Funding Oversight Committee (“FFOC”). FFOC is a legal entity created by resolution of the three Consolidated Plan jurisdictions (Portland, Gresham, and the County) upon Council acceptance of the 2011-2016 Citizen Participation. The FFOC held public hearings required by the Citizen Participation Plan, recommended allocation of federal housing and community development formula funds to the jurisdictions, and until FY 2014-15 recommended allocation of Continuum of Care (“CoC”) funds and acted as the primary decision-making group for the CoC.
- u. Gresham and Portland entered into IGAs in each fiscal year FY 2010 through 2016 to provide financing for Portland to take lead responsibility for coordination and completion of the Five-year Consolidated Plan 2011-2016 and one-year Action Plans and other plans and performance reports as requested of the consortium by HUD.

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- v. In FY 2014-2015, the County, Gresham, Portland and Home Forward entered into an IGA to establish and allocate staff support to the Home for Everyone Coordinating Board (the “Board”) and to identify it as the CoC Board for the Portland/Gresham/Multnomah County CoC. The Board recommends allocation of CoC funds, acts as the primary decision-making group for the CoC and participates in the Consolidated Plan as required by HUD’s interim rules for the ESG and CoC program.
- w. In FY 2015-2016, the County and Portland entered into an agreement to provide financing for Portland to take lead responsibility for coordination of the new Five Year Consolidated Plan FY 2016-2020 and one-year Action Plan FY 2015-16, and the McKinney Vento recommendation process, Emergency Solutions Grants, and other plans and performance reports as requested of the consortium by HUD.
- x. Beginning in FY 2016-2017, Portland and the County have entered into an IGA to create a Joint Office of Homeless Services to mutually support the Board, administer a range of jointly funded homeless services contracts, including several funded with Consolidated Plan formula funding resources, and act as the CoC Collaborative Applicant to prepare the annual competitive application for HUD’s CoC Program. As a result, the FFOC was disbanded for purposes of the CoC and the Consolidated Plan.
- y. Also, in FY 2016-2017 the Consortium adopted the new five-year Consolidated Plan FY 2016-2020. The parties entered into an agreement to provide funding to the City of Portland for staffing and support to lead responsibility for administering the next Five Year Consolidated Plan 2016-2020, including an updated Analysis of Impediments to Fair Housing (Fair Housing Assessment) and Citizen Participation Plan and Annual Action Plans for FY 2016-17.
- z. In 2017 Portland and Gresham agreed to that the Federal Funding Oversight Committee (FFOC) was no longer needed and it was dissolved as an administrative body.
- aa. In FY 2016-2017, FY 2017-2018 , FY 2018-2019, FY 2019-2020 Gresham and Portland continued agreements to provide financing for Portland to take lead responsibility for coordination of the Five Year Consolidated Plan FY 2016-2020 and the associated one-year Action Plans, Emergency Solutions Grants, HOPWA and other plans and performance reports as requested of the consortium by HUD.
- bb. In FY 2020-2021, Gresham and Portland are collaborating on the planning, community needs hearing, writing and submission of the new Consolidated Plan 2021-25 and the associated one-year Action Plan. The documents will be submitted in Summer 2021. Further, there will be continued collaboration for the subsequent Actions Plans for FY 2022-23, FY 2023-24, FY 2024-25 and FY

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2025-26. Also, in FY 2025-26, the Consortium members will collaborate on planning, preparation, and submission of the 2026-2030 Consolidated Plan.

- cc. In 2020, HUD reduced the Affirmatively Furthering Fair Housing (AFFH), the rule governing fair housing, to simply an ongoing commitment towards fair housing for entitlement jurisdictions. Reverting that in April 2021, HUD has released two interim rules: (1) restoration of AFFH and (2) reinstatement of the disparate impact rule. These rules will determine the nature of required update to Fair Housing Assessment and/or Analysis of Impediment. For the Con Plan 2021-25, as per requirement, the Portland Consortium is certifying a commitment to furthering fair housing.
- dd. The Fair Housing Advocacy Committee (FHAC), a multijurisdictional committee of Portland, Multnomah County and Gresham, and bound by an intergovernmental agreement to plan local federal resources to affirmatively further fair housing and access to opportunity will be the advisory committee for work tied to implementation of the finalized AFFH or any other final HUD fair housing regulations.
- ee. Gresham and Portland now desire to enter into this Agreement to provide financing for Portland to take lead responsibility during the Term of this Agreement for the following scope of work, as further described in Exhibit 1, attached hereto:
- Coordination of the Five-Year Consolidated Plan FY 2021-2025
 - Administration of one-year Action Plans
 - Administrative tasks assigned to Consortium Lead by HUD (e.g. IDIS reporting)
 - Emergency Solutions Grants
 - HOPWA
 - Updated Fair Housing Assessment and/or Analysis of Impediments as required by HUD
 - and Other plans and performance reports as requested of the consortium by HUD
3. **ADMINISTRATION, OPERATION AND UPDATING THE PLAN:** The parties to this Agreement shall facilitate the administration and operation and implementation of the Five Year Consolidated Plan FY 2021-2025, updating of the Consolidated Plan Annual Action Plans and the Update of Fair Housing Assessment and/or Analysis of Impediments as required by HUD and the Citizen Participation Plan.
4. **RESPONSIBILITIES OF PORTLAND:** Portland agrees to:
- a. Implement the Scope of Work as described in Exhibit 1; and
 - b. Provide staff support as described in Exhibit 1.

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5. **RESPONSIBILITIES OF GRESHAM:** Gresham agrees to:
 - a. Participate in implementing the Scope of Work as described in Exhibit 1, as coordinated by Portland;
 - b. Designate one or more staff persons to attend public hearings and/or committees scheduled to meet the requirements of the Consortium's Citizen Participation Plan, consistent with HUD regulations;
 - c. Designate one or more persons as members of the Fair Housing Advocacy Committee;
 - d. Participate in the development of recommendations for policies and strategies to address the housing, fair housing, and non-housing community development needs of low/moderate-income residents of Gresham; and
 - e. Provide funding support in the amount of \$5,000 per fiscal year.
6. **TERMINATION:** This Agreement may be terminated by either party upon thirty (30) days' written notice.
7. **INDEMNIFICATION:** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Gresham shall indemnify, defend and hold harmless Portland from and against all liability, loss and costs arising out of or resulting from the acts of Gresham, its officers, employees and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Portland shall indemnify, defend and hold harmless Gresham from and against all liability, loss and costs arising out of or resulting from the acts of Portland, its officers, employees and agents in the performance of this Agreement. This duty shall survive the expiration of the Contract.
8. **INSURANCE:** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
9. **ADHERENCE TO LAW:** Each party shall comply with all federal, state and local laws and ordinances applicable to this Agreement.
10. **NON-DISCRIMINATION:** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
11. **ACCESS TO RECORDS:** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law. This provision shall survive the termination of this Agreement up to a minimum of three (3) years after

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expiration or termination of this Agreement, or such longer period as may be requested by either party or required by law.

12. **SUBCONTRACTS AND ASSIGNMENT:** Neither party will subcontract or assign any part of this Agreement without the written consent of the other party.
13. **THIS IS THE ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

(Signatures Appear on Following Page)

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Scope of Work: Exhibit 1

Consolidated Plan 2021-2025, Annual Action Plans FY 2021-22, FY 2022-23, FY 2023-24, FY 2024-25, and FY 2025-2026, Update to Fair Housing Assessment and/or Analysis of Impediments, Citizen Participation Plan, other plans as needed as part of the Consolidated Plan 2021-2025, planning and managing the 2026-2030 Consolidated Plan. and staffing of the Consortium committees including the Fair Housing Advocacy Committee.

Portland Scope of Work

Program management:

1. Coordinate Consortium meetings, to be scheduled at mutually convenient times
2. Provide orientation and staff support to partner jurisdictions for public hearings and other Consortium-related projects
3. Manage Consortium work plans
4. Coordinate Consolidated Plan stakeholders from Multnomah County, the City of Gresham, the City of Portland, and Home Forward
5. Take lead responsibility for coordination and completion of the 2021-2025 Consolidated Plan, Annual Action Plans, Update of the fair Housing Assessment and/or Analysis of Impediments to Fair Housing, other related plans and reports as requested of the Consortium by HUD, and planning and management of 2026-2030 Consolidated Plan
6. Facilitate communication between jurisdictions regarding Consortium related business
7. Coordinate responses to proposed regulatory changes
8. Comply with adopted regulatory changes and support partner jurisdictions with compliance
9. Ensure that the Consortium complies with its Citizen Participation Plan
10. Perform other tasks as needed to fulfill Consortium responsibilities
11. Coordination of the Fair Housing Advocacy Committee
12. Certify consistency with the Consolidated Plan for the full Plan geography and on behalf of each of the Plan's jurisdictions (Multnomah County and the Cities of Portland and Gresham)

Administrative support:

1. Provide administrative support including minutes and mailings for the Consortium and related Consortium committees.
2. Perform other tasks as needed to fulfill Consortium responsibilities.

Housing planning:

1. Provide market housing inventory, countywide demographic information, economic trends, and industry trends, as needed for planning purposes
2. Provide research as needed on policy issues with countywide impact for advice to consortium (e.g., regional growth issues, fair housing, property tax abatement, fee waivers and State legislative issues)
3. Assist in compilation of Consolidated Plan, Annual Action Plans, Update to the Fair Housing Assessment and/or Analysis of Impediments as required by HUD Fair Housing Assessment and performance reports
4. Perform other tasks as needed to fulfill Consortium responsibilities:

Exhibit B

Housing and service planning for special populations, including individuals and families experiencing homelessness, and individuals and families with special needs

5. Act as Grantee for ESG and HOPWA funds
6. Consult with the Portland/Multnomah County/Gresham Continuum of Care (CoC), as required by HUD for the ESG and CoC programs, through coordination with its Board, the Home for Everyone Coordinating Board and the Joint Office of Homeless Services
7. Perform other tasks as needed to fulfill Consortium responsibilities