

**Expanded Partner Network Funding
Intergovernmental Agreement
City IGA Number: 30008404**

This Intergovernmental Agreement ("Agreement"), effective July 1, 2021 ("Effective Date"), is between the City of Portland, a municipal corporation of the state of Oregon ("City") by and through the Portland Housing Bureau ("PHB" or "City"), and Multnomah County, a municipal subdivision of the state of Oregon ("County"). The City and County may be referred to jointly in this Agreement as the "Parties," or individually as a "Party."

RECITALS

- A. On December 15, 2022, the Multnomah Board of County Commissioners approved budget modification #JOHS-001-23 for \$28.6 million in Supportive Housing Services (SHS) funding, of which \$15 million was allocated to the emergency rent assistance program administered by the Parties.
- B. Through this allocation, \$5 million in SHS funding (the "Funding") was earmarked for the City's Expanded Partner Network (EPN) to provide rent assistance to culturally specific communities. The City manages the EPN rent assistance contracts.
- C. As more specifically set forth below, the Agreement sets forth the Parties' understandings and agreements regarding the use by the City of the Funding it receives from the County hereunder.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Definitions.

- 1.1. "Administrative Costs" means those costs for goods or services incurred by the City to support the EPN, as further described in **Section 4.2**.
- 1.2. "Funding" means the \$5 million of SHS funds earmarked for use by the EPN as part of County budget modification #JOHS-001-23.
- 1.3. "Income Taxes" mean the personal and business income taxes levied by Metro under Metro Code Chapters 7.06 and 7.07, which were approved by the voters in the Measure.
- 1.4. "Measure" is Ballot Measure 26-210, which was approved by voters on May 19, 2020.
- 1.5. "Metro" means Metro Regional Government, a municipal corporation of the state of Oregon.
- 1.6. "Supportive Housing Services" or "SHS" means service programs providing homeless prevention, support services and rent assistance that stabilize people experiencing homelessness and housing instability, and funded by the Income Taxes.

2. **Term & Termination.** The Agreement is effective as of the Effective Date and continues through June 30, 2023 (“Term”). The Parties may by mutual agreement extend the term of this Agreement beyond June 30, 2023.
 - 2.1. **Termination.** The Agreement may be terminated at any time by agreement of the Parties that’s set forth in writing and signed by both the Parties. Subject to any negotiated and agreed upon wind down provisions, this Agreement is automatically terminated within 30 days of:
 - 2.1.1.any repeal of the Measure by Metro voters;
 - 2.1.2.any amendment to the Measure by Metro voters, if the amendment invalidates or is otherwise in conflict with a material term of the Agreement and where the conflict effectively invalidates the Parties’ agreement; or
 - 2.1.3.a final ruling by a court of last resort that the imposition or collection of the Income Taxes is invalid. This subsection does not apply to any lower court ruling or any ruling that does not invalidate the entire SHS program, including the Income Taxes.
3. **Scope of Work.** As set forth in the Agreement, the City will use the Funding to provide rent and housing stability assistance to prevent evictions and prevent individuals from experiencing homelessness due to the financial and health impacts of COVID-19. The priority is to serve those experiencing the greatest adverse impacts from COVID-19, including Black, Indigenous, and other People of Color and households with very-low incomes.

The City will be overseeing the contracting and managing the program administrative funds for the EPN to distribute Funding-based rent assistance, ensuring that all such funds are spent by June 30, 2023. The City will ensure EPN organizations are aligned with Home Forward’s centralized rent assistance model where Home Forward processes all paperwork, sets up vendors in their system, pays landlord, and assigns funding sources. Home Forward will also send packets to the County’s Department of County Human Services (DCHS) / Youth and Family Services (YFS) for data entry to ensure EPN’s data is captured in SHS reporting, including to Metro.

Specifically, the City will spend the Funding during the Term as follows:

- 3.1. **Rent Assistance** – \$4,200,000 is for rent assistance paid by County directly to Home Forward and administered by Home Forward, the program’s centralized payee. The Funding will be distributed to pay for rent assistance applications submitted via the EPN agencies.
 - 3.2. **Administrative Costs** – \$840,000 is for EPN Administrative Costs for providing intake and application assistance and are to be distributed by City in accordance with Section 5.1 below.
4. **Permitted Uses of Funding & Restricted Uses.** The Funding must serve Multnomah County residents whose income is at or below 80% area median income and have a substantial risk of experiencing homelessness. Residents must meet population A or B requirements as reflected on the SHS emergency rent assistance Program Guidelines and Application attached as **Exhibit 1**.
 - 4.1. **Rent Assistance Guidance.** The Funding can be used for: (a) rent payments during the Term;

(b) arrears; (c) late fees; and (d) utility payments if they are included in the rent.

Ineligible expenses include: (a) payments for rent for periods beginning after the Term; (b) new move-in costs such as security deposits and application fees; (c) lease break fees; (d) direct utility payments; and (e) attorney and other legal expenses.

4.2. **Administrative Costs Guidance.** Administrative Costs are the EPN related to its rent assistance program, including intake and application assistance services.

5. **Payment.** The County will distribute the Funding to the City as follows:

5.1. **Administrative Costs Funds** – Funding for EPN Administrative Costs will be distributed to the City on a cost reimbursement basis up to an amount not to exceed \$840,000. The City will bill monthly which can include any catch up period. Monthly billings should be submitted to the County no later than three weeks following the end of the month. The City will support all amounts billed as Administrative Costs by actual costs. Direct administration costs must be accounted for in the Program budget and reconciled out upon completion. Requests for Reimbursement shall display 100% of the total project costs incurred during the period of the reimbursement.

6. **Program Contacts.**

Multnomah County:
Yesenia Delgado, SHS Manager
Joint Office of Homeless Services
Yesenia.Delgado@multco.us
(phone) 503.314.4937

Portland Housing Bureau:
Jennifer Chang, Housing Services Policy Manager
Portland Housing Bureau
Jennifer.Chang@portlandoregon.gov
(phone) 503.823.6633

7. **Program Management.** The County's DCHS serves as the lead on programming the SHS rent assistance funding allocations, working in close coordination with the Joint Office of Homeless Services (JOHS), Portland Housing Bureau (PHB) and Home Forward.

JOHS is the County department which the Funding is allocated to and through. PHB oversees the City's EPN contracts. Home Forward is the main payee for rent assistance payments through the program.

The jurisdictional partners have a weekly meeting led by DCHS staff to stay coordinated, updated and informed on program implementation and progress. PHB compiles a bi-weekly progress report on expenditure of rent assistance funding, and will continue to do so to include the Funding.

8. **Reporting.** Multnomah County must submit 4 quarterly reports and 1 annual report each year of the measure. The reports articulate the SHS-funded housing placement and eviction prevention outcomes. The Joint Office is responsible for completing these reports including analyzing the HMIS data entered by service providers.

- **As of October 2022, data included in the quarterly report:**
 - Number of new Supportive Housing Placements
 - Number of new Rapid Rehousing Placements
 - Number of new Eviction Preventions
 - Number of new Regional Long-Term Rent Assistance Voucher Placements
 - Disaggregation of Priority Population A and B
 - Actuals spent compared to the SHS annual budget
- **As of November 2022, data included in the annual report:**
 - Racial Equity Analysis of key outcome areas
 - Demographics of people experiencing chronic and short-term homelessness (Population A and B)
 - Housing placement of Population A and B
 - Demographics of people served in a shelter
 - Demographics of people awarded a Regional Long-Term Rent Assistance Voucher
 - Annual financial report including actuals compared to fiscal year SHS budget
- **Data Disclaimer:** HUD Universal Data Elements data categories will be used in this template for gender identity and race/ethnicity until county data teams develop regionally approved data categories that more accurately reflect the individual identities.

9. Risk Sharing.

- 9.1. **Notice.** If any third-party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third-Party Claim”) against a Party that one or more of the Parties may have liability, the Party against whom the Third-Party Claim was directed shall promptly notify the other Party in writing of the Third-Party Claim and provide the other Party with a copy of the claim, process and all legal pleadings with respect to the Third-Party Claim that have been received.
- 9.2. **City Indemnity.** Subject to the conditions and limitations of the Oregon Tort Claims Act (OTCA) and the Oregon Constitution, the City shall indemnify and hold harmless the County and Metro, and their officers, agents and employees, or any of them from any and all claims, actions, suits, loss, costs, expenses, and damages of any nature whatsoever, by any reason or arising out of any act or omission of the City, its officers, agents and employees, or any of them relating to or arising out of performing services described in this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County or Metro, and/or their officers, agents and employees, or any of them, or jointly against the Parties and their respective officers agents and employees, or any of them, the City shall satisfy the same.
- 9.3. **County Indemnity.** Subject to the conditions and limitations of the OTCA and the Oregon Constitution, the County shall indemnify and hold harmless the City and Metro, and their officers, agents and employees, or any of them from any and all claims, actions, suits, loss, costs, expenses, and damages of any nature whatsoever, by any reason or arising out of any act or omission of the County, its officers, agents and employees, or any of them relating to or arising out of performing obligations described in this Agreement prior and for those services

performed prior to the Effective Date of this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the City, and its officers, agents and employees, or any of them, or jointly against the Parties and their respective officers agents and employees, or any of them, the County shall satisfy the same.

- 9.4. **Indemnification By Services Providers.** After the Effective Date, the City will take reasonable steps to cause its services providers receiving payments from the Funding and that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the County and Metro and their officers, employees and agents from and against any and all claims and losses arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the City's services provider or any of the officers, agents, employees or subcontractors of the services provider.

10. General Provisions.

- 10.1. **Cooperation Of Government Units.** This Agreement is an intergovernmental agreement subject to Chapter 190 of the Oregon Revised Statutes. The Agreement is an authorization by a public body under ORS 190.010 for a Party to perform one or more inherent governmental responsibilities for another Party.
- 10.2. **Access To, Maintenance of Records.** Each Party is allowed access to the books, documents and other Records of the other Party that are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law. The Parties will retain, maintain, and keep accessible all Records for a minimum of seven years following Agreement termination, unless a longer period of time is required under law. The Parties will maintain financial Records in accordance with generally accepted accounting principles.
- 10.3. **Media Releases, Public Acknowledgment.** The Parties acknowledge the value in coordinating public communications about the Funding, SHS, and the use of Income Taxes and will make reasonable efforts to provide notice to each other prior to issuing press releases, holding press conferences, or engaging in other pre-planned public communications about the program. The Parties will use reasonable efforts to notify each other prior to releasing communications between the Parties to the public. Similarly, each Party will make reasonable efforts to publicly recognize the other and the SHS program in any publications, media presentations, or other presentations relating to or describing SHS programs and services supported by Income Taxes, including and as applicable by providing a speaking opportunity for the elected official(s) for the district in which a Party-organized event occurs.
- 10.4. **Notice.** A notice or communication under this Agreement by a Party to another Party is sufficiently delivered if sent with all applicable postage or delivery charges prepaid by: (a) personal delivery; (b) sending a confirmed email copy (either by automatic electronic confirmation or by affidavit of the sender) directed to the email address of the Party set forth below; (c) registered or certified U.S. mail, return receipt requested; or (d) delivery service or "overnight delivery" service that provides a written confirmation of delivery, each addressed to a Party as set forth in **Section 6**.

Each Party may specify a different address for subsequent notice purposes. Notice is deemed

effective on the earlier of actual delivery or refusal of a Party to accept delivery, provided that notices delivered by email are not deemed effective unless the individual to whom an email is sent confirms receipt of the email.

- 10.5. **Successors; No Assignment, Third-Party Beneficiaries.** This Agreement binds each Party, its successors, assigns and legal representatives. Except as described herein, no Party may voluntarily assign or transfer its obligations to any third-party. Nothing in this Agreement provides any benefit or right to any non-party unless such third-person is individually identified by name in this Agreement and expressly described as an “intended third-party beneficiary” of this Agreement.
- 10.6. **Adherence To Law.** The Parties will adhere to all applicable federal and state laws in all activities under this Agreement.
- 10.7. **Waivers.** No waiver made by a Party with respect to performance, or the manner or time of performance, of any obligation of another Party or any condition under this Agreement will be considered a waiver of any other rights of the Party making the waiver or a waiver by any other Party. No waiver by a Party of any provision of this Agreement will be of any force or effect unless in writing and no waiver may be construed to be a continuing waiver.
- 10.8. **Time Of The Essence.** Time is of the essence of this Agreement.
- 10.9. **Choice Of Law And Forum.** This Agreement will be construed in accordance with the laws of the state of Oregon and any action brought under this Agreement will be brought in Multnomah County, Oregon, if in state court, and in the United States District Court for the District of Oregon in Portland, if brought in federal court.
- 10.10. **Modification Or Amendment.** This Agreement may only be modified or amended by a writing signed by each of the Parties. For the purposes of this Section 10.10, the City expressly authorizes the Director of the Portland Housing Bureau (or designee) to execute modifications and amendments hereto that do not increase costs or allocate additional risk to the City. No modification or amendment to any provision of this Agreement may be implied from any course of performance, any acquiescence by any Party, any failure of any Party to object to another Party’s performance or failure to perform, or any failure or delay by any Party to enforce its rights.
- 10.11. **Headings.** Any titles of the sections of this Agreement are inserted for convenience of reference only and will be disregarded in construing or interpreting its provisions.
- 10.12. **Counterparts; Electronic Transaction.** This Agreement may be executed in counterparts, each treated as an original, and the counterparts will constitute one document. The Parties agree that they may conduct this transaction, including any amendments or extension, by electronic means including the use of electronic signatures and facsimiles.
- 10.13. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, that holding does not invalidate or render unenforceable any other provision of this Agreement.

- 10.14. **Construction And Interpretation.** To the extent consistent with the context, words in the singular include the plural, words in the masculine gender include the feminine gender and the neuter, and vice versa. All provisions of this Agreement have been negotiated at arm's length, and this Agreement may not be construed for or against any Party by reason of the authorship or alleged authorship of any provision of this Agreement.
- 10.15. **Implementation.** The Parties agree to take all actions and execute all documents necessary to effect the terms of this Agreement.
- 10.16. **No Attorney Fees.** Each Party is responsible for its own attorneys' fees and expenses to enforce any term of this Agreement in the event any arbitration, action or proceeding (including any bankruptcy proceeding) is instituted.
- 10.17. **Relationship Of Parties.** Nothing in this Agreement nor any acts of the Parties under this Agreement may be deemed or construed by the Parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture or any association between the Parties.
- 10.18. **Force Majeure.** Neither Party shall be in default of the Agreement by reason of any failure or delay in the performance of its obligations where such failure or delay is caused by circumstances or causes beyond a Party's reasonable control including, but not limited to, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning or equipment, loss and destruction of property.

[SIGNATURE BLOCK ON FOLLOWING PAGE]

BY EXECUTION OF THIS CONTRACT, EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Multnomah County

**City of Portland by and through the
Portland Housing Bureau**

By: Do Not Execute

By: Do Not Execute

Printed:

Printed:

Title:

Title: City Commissioner

Date:

Date:

Multnomah County

City of Portland

By: Do Not Execute

By: Do Not Execute

Title:

Title:

Date:

Date: