

Homelessness Response Action Plan

June 2024



Multnomah
County



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Executive Summary

Homelessness is one of the most pressing and complex issues facing our country, state, and county. Its ultimate solution is to create communities where everybody has a safe place to call home and the resources needed to stay there. Our task is to create a humane, coordinated homelessness response system as we work toward that ideal.

As of January 2024, more than 11,000 people were known by name to be experiencing homelessness in Multnomah County. Roughly one-quarter were living in temporary shelters and nearly half of them were identified as living outside, in vehicles, or in other places not meant for people to live.

The Homelessness Response Action Plan builds a system to address the needs of people pushed into homelessness, including preventing homelessness, coordinating behavioral health and mental health interventions, and adding hundreds of shelter and recovery beds to provide safety off the street.

This plan is an ambitious, outcomes-focused, iterative approach to addressing, resolving and preventing homelessness. Its focused goals and outcomes create a coordinated approach across systems and jurisdictions. It includes accountability and measures key metrics to assess the effectiveness of the work through better data collection and tracking, allowing for continuous improvement of our systems.

This plan contains clear goals: hundreds more shelter beds and recovery beds, more people returning to permanent housing from shelter and tents, and our ongoing work of reducing persistent racial disparities. It centers aligning and resourcing our behavioral health system, including the creation of a 24-hour drop-off receiving, deflection, and sobering center. In addressing the inflows into homelessness, it requires that people do not exit corrections, foster care, or treatment into homelessness; creates affordable homes so we can keep people housed; and prioritizes preventing our neighbors from falling into homelessness in the first place.

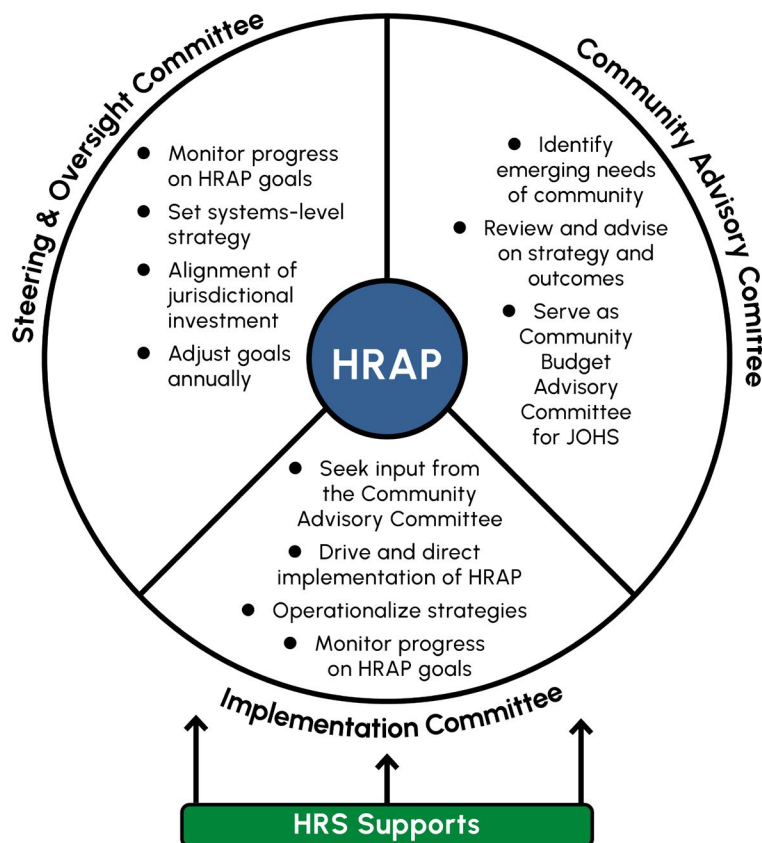
Core Goals of this Strategic Work

1. Shelter or house 2,699 unsheltered people by Dec. 31, 2025 — a number equivalent to half of those known by name to be living unsheltered in January 2024.
2. Add 1,000 units of shelter, including new and planned units, to increase shelter system capacity by nearly 40%.
3. Improve the number of people moving from shelters to permanent housing by 15%.
4. Reduce homelessness among especially vulnerable populations (including people of color and LGBTQIA2S+ people).
5. Add hundreds more behavioral health beds and open a 24-hour drop-off receiving, deflection and sobering center.
6. Increase the supply of affordable housing.

Homelessness affects communities in myriad ways, and no single government entity, let alone government department, is solely responsible, nor exclusively able, to address its causes and impacts. The responsibilities of addressing homelessness are currently scattered across multiple jurisdictions, bureaucracies, and systems. This current state hasn't worked to properly address the crisis, and it can't if things don't change.

Making sure that people experiencing homelessness encounter the interventions most appropriate for their needs requires robust coordination between governments, as well as additional resources — both for those who need help and those responding to them.

The Homelessness Response Action Plan creates new governance and accountability structures to allow decision-makers across governments, healthcare, housing providers and service providers, and those with lived experience, to set goals, objectives and the budgets needed to achieve outcomes. It creates a co-governance model in the Steering and Oversight Committee to identify responsibilities, coordination, and goals. Under that committee, it calls for an Implementation Committee to track progress, identify challenges, collaborate and hold one another accountable to solutions. And it assembles a Community Advisory Committee to elevate the issues of those across the spectrum of providers, partners, and impacted stakeholders to offer their input on goals and solutions and other kinds of feedback. That committee will take over as the Joint Office of Homeless Services' Community Budget Advisory Committee.



The plan aspires to improve transparency and accountability through coordinated communication, accurate dashboards and data, and a single location to publish updates and information.

Our ability to quickly build on the capacity and learning we've developed along the way allows us to accelerate progress now. A comprehensive approach is feasible only with the commitment, relationships and collaboration among all of our leaders. This Homelessness Response Action Plan shows us how to achieve it.

Approach and Priorities

1. Expand learning, best practices, and capacity-building to accelerate our work to meet the scale and complexity of current needs.
2. Bring more partners to the table with the strategic braiding of behavioral health, short- and long-term case management, employment, and other social support services with placement into permanent housing.
3. Develop a co-governance model, shared goals, expected outcomes, pathways to accomplish those goals, and flexibility to adjust strategies if we are not meeting them.
4. Center racial equity to diminish the known and significant racial disparities in regional homelessness can be reduced only through specific goals and investments.
5. Quantify the types of housing, shelter, and support services required to move people off the street or out of shelter and into sustainable, permanent housing.
6. Improve transparency and accountability through accurate dashboards, data, communication, and a single location to publish updates and information.

Introduction

This Homelessness Response Action Plan recognizes and addresses the gaps, silos, and lack of comprehensive cohesion in our current systems and services.

Those facing homelessness or living on the streets in our community, for example, can obtain resources like rental assistance or a shelter space from the Joint Office of Homeless Services or the Multnomah County Department of County Human Services. Those same individuals may also need behavioral healthcare in order to be stabilized enough to successfully move into housing. That often requires services coordinated by the healthcare system or the Multnomah County Health Department's Behavioral Health Division. Yet the beds needed for behavioral health treatment — mental health, substance use disorder, or co-occurring conditions — are licensed and predominantly paid for by the State of Oregon.

These services also overlap with the regional healthcare system, which treats many of the same individuals served by the Joint Office and the County. Healthcare partners have a major interest in connecting people experiencing or at risk of homelessness with housing and support services, particularly as they leave a healthcare setting. So do the foster care and criminal justice systems, which often struggle to provide individuals with the services, resources and care they need to avoid falling into homelessness. Without being connected to services across the spectrum, people who exit these systems will continue to experience homelessness at a disproportionate rate.

A major cause of the homelessness crisis is the lack of affordable housing in our region. As national and local studies make clear, as housing becomes less affordable, homelessness increases.

The production of affordable housing, the incentives that encourage new affordable housing construction, and construction permitting are the purviews of cities, Metro (with its affordable housing bond), and the State of Oregon. Even as our community's current efforts to address homelessness have attempted to scale up in recent years — adding shelter beds and increasing programs that provide rent assistance — the gap in truly affordable housing in our region has swallowed those gains and continues to push more people onto our streets.

Too often, people facing homelessness end up interacting with first responders, further straining a thinly stretched emergency response system insufficiently equipped to offer the right services or connections.

Further, unsheltered homelessness can affect the physical environment, including public spaces. This contributes to unsanitary conditions with trash and debris, even blocking rights of way — leading to the frustration of residents, business owners, and other community members who share these spaces.

While cities are primarily responsible for responding to these issues, outreach workers — as well as shelter, housing, and services options provided by the County — are essential for ensuring that response is humane. If services are infused in their work of managing public rights of way, cities can offer those living on the streets alternatives to simply moving to another location.

However, people experiencing homelessness often face numerous barriers to obtaining the services and resources they need to find stability without additional support. State-issued identification; federal and state benefits; healthcare and other supportive services; expungement services that can clear legal issues and make it easier for someone to rent; and workforce assistance, retraining and/or habilitation services can all help bring housing and stability within reach. But they're found across a spectrum of different governments and agencies that individuals are too often left to navigate alone.

This plan centers those suffering from the harms of homelessness, shifting much of the burden of identifying and accessing the right services from the individual to the governments, healthcare partners, and service providers that can help them. Homelessness disproportionately impacts communities of color, low-income individuals and households, and people with behavioral health issues. The severe trauma of homelessness exacerbates, and can even lead to, those behavioral health challenges. This plan centers equity and those with lived experiences in the solutions it offers and the engagement that informs them.

Similarly, the plan acknowledges that homelessness and the housing and services available to support people experiencing homelessness look different across the diverse municipalities and geography of Multnomah County. It creates specific goals across jurisdictions and partners in order to tackle well-known needs along the continuum of services. It identifies clear action items, policies to align and workgroups to resolve cross-jurisdictional issues, along with timelines and lead partners for accountability. It recognizes that each component of this plan is critical to the success of the overall effort.

Prior efforts to coordinate such disparate systems have helped us improve and expand existing services, allowing us to serve more people and improve collaboration among governments. But it is clear that prior work has been insufficient to meet the challenges we face today. The creation of the Joint Office of Homeless Services, the passage of city and regional housing bonds, and the passage of Metro's Supportive Housing Services Measure each form a critical foundation for the work that will follow. Our ability to build quickly from the capacity and learning we've developed along the way allows us to accelerate progress during this time when we need it most.

And now we must take the next step and improve coordination among all of us — city, county, state, healthcare, housing providers and service provider partners.

Problem Statement

As with many of our regional and national counterparts, Multnomah County has begun collecting more robust, real-time data on homelessness, allowing us over two years to develop a more complete by-name count that identified 11,153 people who were experiencing all forms of literal homelessness, as of January 2024, in Multnomah County. Through regular contact with outreach and other service providers, we were able to confirm the housing status of 8,595 of those people. From that list, 5,398 were unsheltered and 2,593 were in a funded shelter. An additional 604 were occupying temporary non-government funded shelters. The remaining 2,558 people were present in our by-name system, but did not have a known location or a connection to services in at least 90 days, so their housing status could not be confirmed. Compared to the overall local population, a disproportionate number identified as disabled, Black, Native American, and/or Native Hawaiian/ Pacific Islander.

There are thousands of individuals experiencing homelessness throughout Multnomah County.¹ Thousands are living outside and unsheltered.² Over 2,500 are living in government-funded shelters, and thousands more are doubled up in temporary living conditions. Compared to the overall local population, a disproportionate number identified as disabled, Black, Native American, and/or Native Hawaiian/Pacific Islander.

Multnomah County has substantial, but not unlimited, funds to address homelessness and its causes. What is lacking, however, is a focused, coordinated and urgent strategy that tackles the approach and priorities laid out in this plan's Executive Summary.

A lack of truly affordable housing is a primary cause of homelessness. Some individuals experience prolonged homelessness with complex disabilities and require health, income and social support in addition to housing. But other individuals experience shorter-term homelessness, which may be remedied simply through rental support.³

Regardless of the population segment, the data are overwhelmingly clear that as housing supply decreases and rent burden rises, homelessness increases.

1 The January 2024 by-name list contains 11,153 individuals. Of those, 5,398 were unsheltered; 2,593 were in shelter; 604 were in temporary non-city or county shelters; and another 2,558 have had contact with a continuum of care service since Jan. 1, 2022, but have not had a recent contact within the last 90 days.

2 "Unsheltered" is generally defined by the U.S. Department of Housing and Urban Development as people who are staying in places not meant for people to live such as in cars, parks, abandoned buildings, and on the street. It is differentiated from those experiencing homelessness while staying in emergency shelters, doubled-up or couch-surfing, or in other temporary living spaces.

3 A recent study of homeless individuals in California found that for most participants, a monthly rental subsidy of \$300-\$500 would have prevented their homelessness for a sustained period. ([California Statewide Study of People Experiencing Homelessness | Benioff Homelessness and Housing Initiative \(ucsf.edu\)](#))

The ultimate requirement to address and end homelessness is having an adequate housing supply and ensuring that this housing is affordable to households at or below 60% of the median family income, and in most cases, affordable to households at or below 30% of median family income.⁴ Shelter and other transitional settings are necessary components of addressing homelessness, but they are not sufficient solutions on their own, especially given that adequate housing supply is a decades-long goal. However, when the goal of nimbly and speedily moving people into housing from transitional settings is hampered by an inability to provide the right services at the right time, these transitional settings may become permanent ones, and thus a failure of our system to achieve its intended lasting outcomes.

For those who need it most, a supportive housing and shelter system, no matter how well developed, is not a substitute for a robust behavioral health system. Oregon law promotes individual autonomy related to seeking and accepting behavioral healthcare. Without a behavioral health system that is accessible, safe and responsive to the needs of the population, the responsibility of addressing unmet behavioral health needs will continue to be shouldered by first responders, emergency rooms, and frontline housing and homeless service providers. This comes at great human and financial cost, and with a concurrent rise in homelessness. Attention is needed in every part of the behavioral health continuum, from secure residential treatment facilities to workforce development. Done well, a strong and well-supported behavioral system will not only prevent entry into and return to homelessness, but it will also leverage and sustain investments in housing and shelter.

No amount of population segmentation, housing and shelter development, or robust behavioral healthcare will achieve desired results without an intentionally designed system that organizes, purchases, and coordinates these services and assets. For decades, our federal, state, and local governments have funded a patchwork of fragmented systems supporting disparate services that were never fully resourced or coordinated to effectively address modern experiences of homelessness at scale. Service providers were often asked to fill in systemic gaps by self-organizing even while they have not been universally supported with the capacity or funding to do so. This is even more true for culturally specific organizations.

Past plans at the federal and local levels made strides in understanding the scale and complexity of the challenges associated with homelessness in their times. They helped to identify effective solutions, foster system coordination, and build capacity of some local providers. But as this plan has noted, those plans and prior investments are

4 According to state analysts, Oregon needs to produce 554,691 new housing units in the next 20 years to keep pace with demand – and to account for the current underproduction. An estimated 32% of those units, or 176,3000, must be affordable to households that are earning less than 60% of statewide median income. [20221231 OHNA Legislative Recommendations Report.pdf \(oregon.gov\)](#)

insufficient to meet the challenges we face today.

It is time for our system leaders to establish a much more broadly resourced and coordinated system that acts with precision, strategic focus, nimbleness, and speed. Though strained well beyond capacity, we build from the strength of our existing providers, allowing us to move quickly and intentionally to expand and refocus our efforts to re-house our neighbors and revive our neighborhoods. Subject matter and lived expertise, along with a commitment to equity, must be at the center of this effort. Other leaders across the country who have undertaken successful initiatives to address homelessness have shown similar dedication, reflecting the urgency of the moment with taglines such as “Whatever it Takes,” “All In,” or “Built to Move.”⁵ Now is our opportunity to do the same.

Vision

- A community where homelessness is rare and brief.
- A community where people take care of one another, fostering opportunity and supporting livability.
- A community where services are equitable, coordinated, effective, just and accessible.

Guiding Principles

- All people living in Multnomah County should have access to safe, stable and permanent housing.
- A comprehensive strategy on homelessness should simultaneously address the need for temporary shelter and emergency services as well as permanent long-term housing.
- Subject matter expertise, lived expertise and equity should be at the center of planning.
- Transparency and accountability for measured results should be a focus of spending and investments from all levels.
- Services to people experiencing homelessness should be person-centered and place the needs of the individual at their core.
- Collaboration and a connected system for transitions is critical to navigating both housing and health (including behavioral health) systems to achieve lasting results.
- To every extent possible, investments should be aligned and synergistic, leveraging one another to make the highest possible use of every dollar.
- Strategies shall be equitable and designed with the most vulnerable and hardest to reach in mind.

⁵ In order, these were phrases used by Bill DeBlasio, City of New York; Jeff Olivet, USICH; Va Lecia Adams Kellum, City of Los Angeles

Theory of Change⁶

To reduce the number of people experiencing homelessness in Multnomah County, use data and analytics to understand and segment the homeless population; apply evidence-based, adequately resourced and braided interventions to each population segment; and ensure the interventions match the desired outcomes. Do all of the above with a premium placed on continuous engagement, improvement and speed, with the understanding that we must implement multiple interventions both in parallel and sequenced over time.

This theory of change is grounded in several systems change models, including population health,⁸ continuous quality improvement and complex adaptive systems.⁸

Overarching Strategy

Effectively deploying our theory of change demands an overarching strategy that defines key population segments of interest, then maps key interventions to each population segment, driving toward a defined set of outcomes. Of note, this approach is unique among recent local plans in its clear definition of end-goal outcomes: an improvement from merely measuring services delivered or the numbers of people served. As a key contributor phrased it, “Create an unrelenting priority, and organize around it.”

- Local and national data provide rough population segments around which interventions may be organized to achieve given outcomes:
- Communities of color must be prioritized as significant racial disparities persist in regional homelessness, and specific goals and investments must be made with cultural specificity. Included in the priority populations are people who identify as Black, African American or African; Native Hawaiian or other Pacific

6 What is a Theory of Change? In this context, a Theory of Change is a common understanding of the “missing middle,” of how and why the desired outcomes will be achieved with the proposed activities and interventions. It is the recipe that demonstrates how the ingredients yield the finished dish. It is the pathway to change.

7 An excellent introduction to this concept is provided in [Kindig and Stoddart’s article](#) in The American Journal of Public Health, 2003. The article outlines the goals of population health: to maintain and improve the health of the entire population and to reduce inequities in health between population groups, understanding the patterns of determinants that influence such outcomes.

8 The literature on complex adaptive systems is vast, spanning primary care to engineering. The best illustration in the context of homelessness can be found in [an article by Fowler, et al.](#), in the Annual Review of Public Health, 2019. Succinctly stated, “coordinated approaches to homelessness must consider the extensive heterogeneity in the population, as well as in the types and timing of services. Given the multiple pathways into homelessness and the diversity of the homeless population, a one-size-fits-all approach is inadequate.” National leaders on homelessness often speak of the need to have multiple strategies operating simultaneously and emergently.

Islander; American Indian, Alaska Native, Native or Indigenous; Latina/Latino/Latinx/Latine; Asian or Asian American.

- Youth exiting foster care and individuals leaving carceral settings. While these groups require different interventions, they are highlighted together as high-priority populations because they disproportionately drive racial disparities in homelessness, particularly among Black and African Americans. With a focus on these populations, we not only reduce and prevent homelessness, we address racial disparities as well.
- Individuals 55 and older. One in 3 people experiencing chronic homelessness in 2020 was 55 or older. People 65 and older are the fastest growing age group of people who experience homelessness; by 2030, without intervention, their numbers will triple.⁹
- Individuals who identify as LGBTQIA2S+.
- Individuals exiting inpatient medical and behavioral health facilities.
- Individuals with an exacerbation/recurrence of an underlying substance use disorder or mental health condition (a key driver of returning to homelessness).
- Individuals without other disabling conditions, and with a gap in income secondary to divorce, loss of job, increase in rent, medical expense, and more.¹⁰

Outcomes

The outcomes of the Homelessness Response Action Plan are focused on making an impact on the baseline list of people in the by-name count as of January 2024. We acknowledge that economic, public health or environmental crises may result in more people entering homelessness even as the plan is being implemented. We also recognize that people living in the margins survive amid fragile, precarious circumstances, and that the risk of becoming homeless is real at any given point. Meeting people's basic needs will remain a challenge without a meaningful restructuring of our economic climate and social safety net systems.

- Informed by the latest data from the local Homeless Management Information System (HMIS) database, adopt clear, achievable goals with measurable outcomes, including goals and outcome measures addressing a coordinated shelter strategy.
- Identify a baseline number of people experiencing unsheltered homelessness as of January 2024 (Completed: That figure is 5,398 individuals on the by-name list)

9 See this excellent study by Dennis Culhane and team [Emerging-Crisis-of-Aged-Homelessness-1.pdf \(upenn.edu\)](#)

10 See the [California Statewide Study](#) referenced in footnote 3.

- Shelter or place in housing 2,699 unsheltered people (the number equivalent to 50% of the number of unsheltered people on the by-name list) by Dec. 31, 2025).
- Reduce unsheltered homelessness for the following priority populations at a rate equal to or greater than that population’s proportion of the overall population in the baseline number:¹¹
 - Black, African American or African
 - Native Hawaiian or other Pacific Islander
 - American Indian, Alaska Native or Indigenous
 - Latina/Latino/Latinx/Latine
 - Asian or Asian American
 - Adults over the age of 55
 - LGBTQIA2S+¹²
- Increase exits from adult shelter to permanent housing by 15% by Dec. 31, 2025.¹³
- Ensure 75% of people housed in permanent supportive housing retain their housing 24 months after placement.¹⁴
- End all behavioral health, health system or hospital discharges to the street by Dec. 31, 2025.
- End discharges from carceral settings to the streets by 2026.
- End homelessness for youth aging out of foster care in Multnomah County by 2027.

Foundational Strategies to Accomplish Goals

1. Create a culture of practice for using the Equity and Empowerment Lens.¹⁵
Applying the lens will yield:
 - a. Fair and just distribution of resources and opportunities
 - b. Systems that are sustainable and sustain all people
 - c. Meaningful engagement of communities of color
 - d. Authentically embodying racial equity and empowerment principles
 - e. Bold and courageous commitment to addressing root causes and barriers

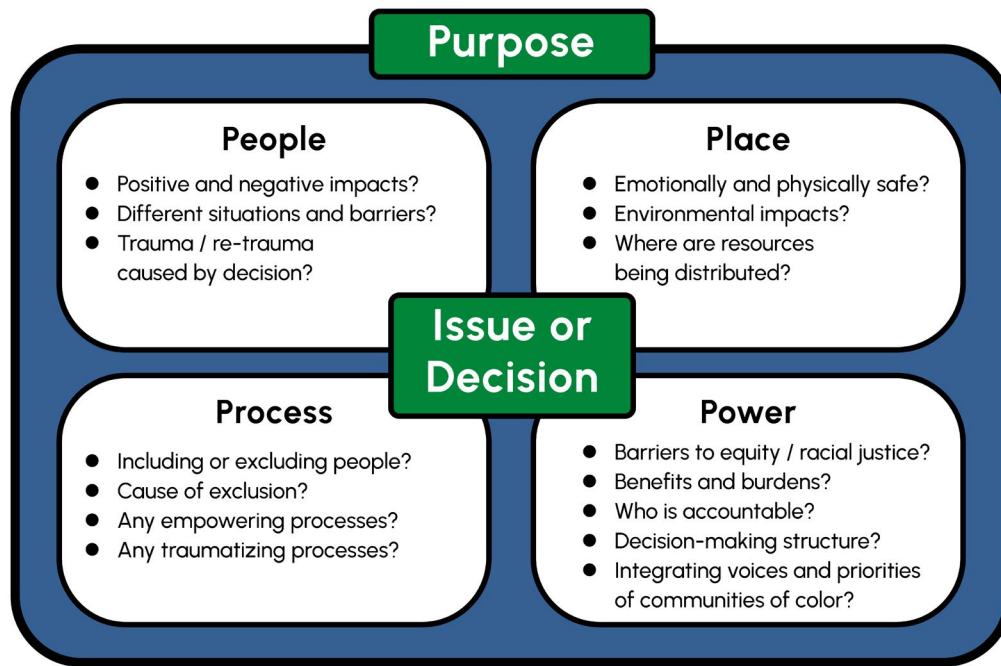
11 See appendices for January 2024 demographic data on the unsheltered population.

12 [Federal Data Supporting Need for Gender-Expansive Services](#)

13 This would take the exit percentage from 26% currently to 41% by December 2025.

14 The County currently has retention data only at the 12-month mark, but is expanding that to track at the 24-month period. The most recent [report](#) showed a 99% retention rate at the 12 month mark for individuals placed in supportive housing.

15 Multnomah County, [Equity and Empowerment Lens](#).



2. When working through issues or making decisions, use the 5Ps framework — Purpose, People, Place, Process and Power.
3. Understand the importance of intersectionality, especially when assessing community impact.
4. Establish system-wide housing navigation, care coordination and crisis intervention capability to ensure we can match clients with the services that best meet their needs, including enrollment in public programs such as Medicaid, Medicare, Social Security, Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), and Supported Employment.
5. Simultaneously increase the number of shelters and shelter alternatives using best practices.
6. Increase access and reduce barriers to all levels of behavioral health supports.
7. Establish rapid and long-term interventions aimed at preventing unsheltered homelessness among:
 - a. Youth aging out of foster care
 - b. Individuals exiting the justice system
 - c. People at-risk of becoming homeless being discharged from healthcare or behavioral health settings
8. Use the right dollars for the right service, including Medicaid, employment support and infrastructure funding, to increase our federal match and reduce the competition for resources based on the source. Invest in services that create long-term stability.
9. Improve real-time data and analytics to measure available space across shelter, transitional

10. housing and behavioral health resources.
11. Increase the supply of affordable housing.
12. Establish a governance structure that aligns city, county, Metro and state government strategies, resources, and outcome measurements; clarifies roles and responsibilities; and extends the table with additional resources to include nonprofit and private systems serving common populations.
13. Restructure current committees, plans and government programs to focus and align efforts to drive culture change, across the City, County and State, that fosters rapid, innovative and flexible problem-solving to address the crisis efficiently and effectively.
14. Foster accountability through each organization's hierarchy of management.

Goals

Goal 1: Establish system-wide housing navigation, care coordination and crisis intervention capability.

Outreach, relationship-building and life-saving supply provision must be effectively linked to housing navigation and moving people off the streets into supportive programs. Relationships and rapport-building remain at the center of outreach and navigation, including first responders, but staff must be equipped with the resources, tools and objectives to support transition off the streets. To achieve the radical change, we must consolidate resources and break down silos across touchpoints. Systems must be built to effectively support and resolve cycles of instability and crisis and navigate system of care transitions.

We must better align strategies to meet the needs of people experiencing homelessness and reduce repeated cycles of system interactions, and design systems that center and expand culturally specific services for people who are Black, African American or African; Native Hawaiian or Other Pacific Islander; American Indian, Alaska Native, or Indigenous; Latina/Latino/Latinx/Latine; Asian or Asian American; and LGBTQIA2S+.

Outcomes Short-Term

- Coordinated Access team will collaborate with healthcare providers to connect and assess eligible participants to Coordinated Access¹⁶ prior to discharge from institutional healthcare systems (e.g., inpatient psychiatric, detox, emergency departments, substance use disorder [SUD] facilities, acute inpatient care).

¹⁶ Coordinated Access describes how organizations, service providers and government agencies coordinate care and support for individuals and households exiting homelessness into transitional or permanent housing. The JOHS Coordinated Access system maintains a centralized applicant and housing database and prioritizes access to transitional or permanent housing based on individual assessments.

- Establish pathways from health systems into shelter or housing systems, and vice versa.
- A coordinating body must be established to ensure adequate oversight of the system of navigation.
- Remove barriers that prevent navigators and first responders from establishing working relationships and connections that improve response time and access to services.
- Establish pathways and transition plans for people exiting incarceration, with emphasis on people with histories of SUD and homelessness.
- The Coordinated Access system is in an active redesign process. These redesign and pilot processes will examine and pilot changes to its prioritization scoring system that allows for more nuanced navigation and consideration of high-acuity street homelessness along with shelter, health system and criminal justice exits. Services must be designed to meet the highest-need individuals while removing thresholds around certain crime convictions.

Mid-Term

- Increased navigation and intervention services to increase the number of and better serve the people who remain housed.

Long-Term

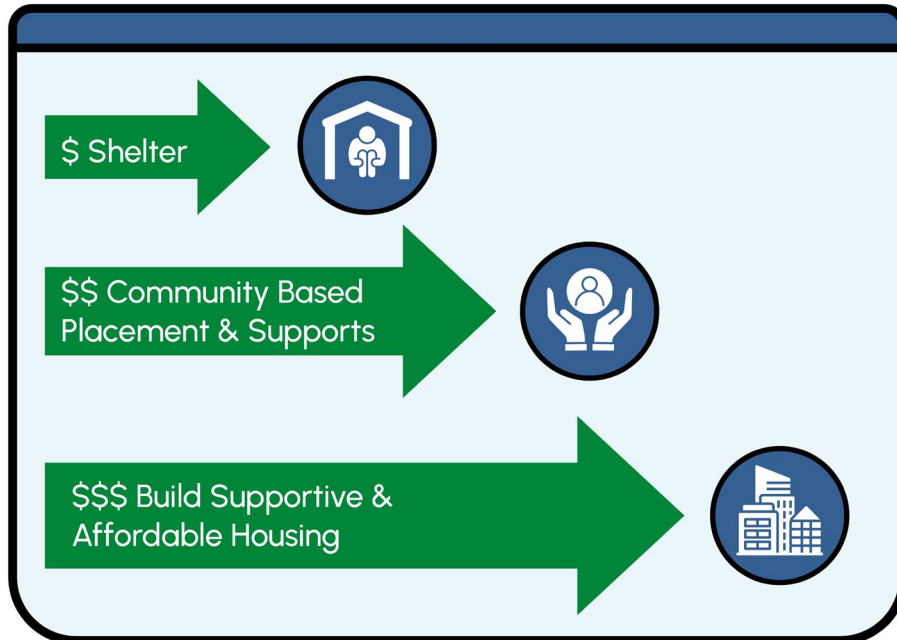
- Create a coordinated system designed to prevent homelessness by ensuring transitions from key systems are supported and crisis interventions occur sooner and more successfully.
- Operationalize an integrated data and inventory platform to support navigation into appropriate shelter, transitional housing and behavioral health beds.

	Action Item	Date	Responsible
1.1.1	Establish and implement a HRS, which is responsible for mobilizing the various jurisdictions, departments, stakeholders and service providers toward the implementation of this HRAP and the goals herein.	May 2024 - Completed	Homelessness Response System (HRS)
1.1.2	Build upon existing JOHS data improvement framework to set a vision for an integrated network, establish key leads and roles, and approve initial work plan. Work plan to include data strategy, long- and short-term goals, and any additional staff or financial resources to support work.	June 2024	HRS

	Action Item	Date	Responsible
1.1.3	Develop an outreach and engagement strategy workgroup and steering committee similar to the Community Sheltering Strategy.	July 2024	Joint Office of Homeless Services (JOHS), HRS
1.1.4	Coordinate with other government funders and providers serving immigrants, refugees, and asylum seekers to develop a response plan to meet emerging sheltering and service needs for refugees and asylum seekers. ¹⁷	September 2024	State Partners, Multnomah County
1.1.5	Review and strategize on needed changes to the referral and placement system to navigate individuals leaving institutional healthcare systems to the appropriate setting for their needs.	September 2024	Coordinated Care Organizations (CCOs), Oregon Health Authority (OHA), HRS
1.1.6	Create lower-barrier, more accessible, and self-reporting documentation requirements for program eligibility for individuals with disabilities.	December 2024	JOHS, HRS
1.1.7	Establish a comprehensive suite of services within shelters related to housing, healthcare, employment and federal and state benefits.	July 2025	Shelter Strategy Oversight Workgroup, under JOHS
1.1.8	Align housing referral and placement systems to fair housing goals and practices supported by the Portland Housing Bureau to increase placement to accessible units for people with physical disabilities and access to reasonable accommodations.	December 2025	JOHS, PHB

17 All goals in partnership with Oregon Legislature and state agencies are preliminary, with some based on 2024 legislative allocations, and others that may require future legislative action. These goals will necessarily evolve in alignment and coordination with state funding and implementation partners.

Goal 2: Quickly increase the number of shelters using best practices and housing inventory. Define roles and responsibilities for shelter operators.



Outcomes

Short to Mid-Term

- Creation of a strategic map and master plan of shelter types, supportive housing and affordable housing targets, appropriate to population needs.
- Faster and more streamlined siting and development for projects that keep people housed and promote rapid interventions.
- A clear plan linked to long-term goals that establishes priorities for the investment of any new one-time dollars that become available.
- Finalize an improved shelter strategy.
- Domestic and sexual violence is the No. 1 cause of homelessness for women and families, and shelters need to be expanded to serve victims.
- Increased support for and communication with landlords to develop improved capture of community housing inventory.
- Increase the per household cap amount for permanent supportive housing to \$15,000-\$17,500 per household.

Mid-Term

- Increase the number of supportive housing units available.

- Decrease the number of people returning to homelessness.
- Consistent rebasing of rent and services costs per household cost for permanent supportive housing.

Long-Term

- Complete construction of the current pipeline of supportive and affordable housing projects, allowing more people to move into long-term housing options.

2. Strategy 1: Create a countywide comprehensive plan that includes sited services and housing.			
	Action Item	Date	Responsible
2.1.1	Engage in a community planning process to create a two-year sheltering strategic plan.	March 2024 - Completed	Community Sheltering Strategy Steering Committee
2.1.2	Review and streamline shelter services contracting process for faster and more efficient contracting that allows providers to meet workforce needs.	July 2024	JOHS
2.1.3	Identify potential locations for the siting of potential affordable housing, congregate and alternative shelters, and behavioral health services, and regularly update based on estimated need, using best practices as outlined in Oregon Housing and Community Services (OHCS) and Federal Department of Housing and Urban Development (HUD) plans. ¹⁸	August 2024	City of Portland, Multnomah County, and Metro
2.1.4	Pass legislation that creates streamline siting for behavioral health services for both inpatient and outpatient beds.	June 2025	Oregon Legislature

18 UD 2023; [Oregon Housing Community Services 2019](#)

2. Strategy 2: Increase short-term shelter inventory by 1,000 beds by December 2025 (as recommended in the FY 2025 - FY 2026 Community Shelter Plan)

	Action Item	Target Population	Date	Responsible
2.2.1	Complete, build and open 555 beds of additional adult shelter planned in FY 2024 in revised budgets for City and County.	Adults	December 2024	JOHS
2.2.2	County identifies funding needed to improve shelter sites as well as county-owned property to potentially be used for shelters.	Not applicable	December 2024	JOHS
2.2.3	Add new shelters with capacity for 250 beds using best design and trauma-informed practices. Prioritize creation of culturally specific shelter for LGBTQIA2S+ adults.	Adults	December 2025	JOHS
2.2.4	Double family shelter capacity by adding 150 units of family shelter.	Families	December 2025	JOHS
2.2.5	Add 80 units of shelter for survivors of domestic violence.	DV survivors	December 2025	JOHS
2.2.6	Create a culturally specific youth shelter with 25-bed capacity.	Youth	December 2025	JOHS
2.2.7	Fund and implement shelter flow-through items identified in the March 2024 Community Sheltering Strategy.	Not applicable	December 2025	JOHS

2. Strategy 3: Increase stabilization and supports for supportive housing providers.

	Action Item	Date	Responsible
2.3.1	Expand current housing retention programs and increase funding to support the staffing and services needed to keep an individual housed, particularly to account for the higher level of acuity among those needing supportive housing.	June 2025	JOHS, Oregon Legislature
2.3.2	Fund 1,900 supportive housing units for people experiencing chronic homelessness across population systems through project-, sponsor- and tenant-based rental subsidies. ¹⁹	June 2025	JOHS, Health Share
2.3.3	Develop and implement Housing Support Team to provide onsite and mobile crisis response services to bridge nights, weekends and tenants otherwise disconnected from care to increase housing stability and prevent eviction.	July 2025	HRS, JOHS and Multnomah County Behavioral Health Division

2. Strategy 4: Align landlord incentives to provide housing.

	Action Item	Date	Responsible
2.4.1	Assess opportunities to align local, regional and statewide landlord incentives.	September 2024	JOHS, HRS, OHCS, PHB, Metro
2.4.2	Initiate pilot to secure up to 200 block/primary-leased units to support rapid housing placement. ²⁰	September 2024	JOHS
2.4.3	Expand the State's property insurance high-risk pool for landlords, including nonprofits, who provide supportive housing, and continue it beyond the Executive Order.	June 2025	State of Oregon 2025 Legislative action

19 [\[i\] Multnomah-County-supportive-housing-services-local-implementation-plan-20210601.pdf \(oregonmetro.gov\)](#)

20 [HereTogether-2022-Roadmap-to-Accelerate-Relief-for-Portland-Regions-Homeless-Crisis-1.pdf \(heretogetheroregon.org\)](#)

2. Strategy 4 (continued): Align landlord incentives to provide housing.			
	Action Item	Date	Responsible
2.4.4	Expand the State’s Landlord Incentive/ Guarantee Pool to private property owners, which will increase the number of available rentals.	June 2025	State of Oregon 2025 Legislative action

Goal 3: Increase access to appropriate levels of behavioral health supports and reduce barriers to access.

Outcomes

Short-Term

- Increase in the number of behavioral health beds:
 - Expand psychiatric secure residential treatment beds and related high-intensity services by roughly 100 additional beds.
 - Add 150 beds to include both residential SUD, withdrawal management, and dual diagnosis beds.
 - 20 additional civil commitment beds.
 - 20 subacute and stabilization beds.
 - Open and operate 24/7 drop-off/sobering center.
- 200 Assertive Community Treatment (ACT) slots to work with people in severe mental distress.
- Consider changes to land use for more flexibility while siting behavioral health facilities.
- Implement the Health Department’s Overdose Prevention and Response Plan.²¹

21 The Overdose Prevention and Response Plan includes:

- Expanding stabilization and transitional housing capacity through Supportive Housing Service (SHS) funds: 1 short-term (14 days) stabilization housing for 10-12 people, and 1 longer-term (4-6 months) transitional housing for 10-12 people.
- Expanding stabilization bed capacity through a SHS-funded Stabilization Center with 20+ bed capacity.
- Expanding sobering capacity by 8 beds through SHS funds.
- Expanding recovery oriented housing through SHS-funded long-term rent assistance/permanent supportive housing (25 housing/transitional housing (75 households).
- Expanding recovery housing capacity through adding 70 SHS-funded beds.
- Planning with contractors to expand after hours (nights and weekends) access to recovery programs for youth and adults in FY25.
- Expanding contracts with peer organizations to 1) provide community based outreach that address the needs of individuals experiencing SUD and homelessness; 2) increase peer support within low barrier housing; and 3) provide street outreach and support in institutional settings with a focus on BIPOC and culturally specific communities.
- Providing case management and care coordination to an additional 150 people through the Promoting Access To Hope (PATH) program, with the goal of connecting them to treatment and avoiding homelessness.

Mid-Term

- Gap analysis of behavioral health beds.
- Gap analysis of workforce needs.

Long-Term

- A behavioral health system that has capacity to provide the right, timely treatment for individuals and includes rapid crisis response for both people who are unhoused and who are housed.

3. Strategy 1: Determine the numbers of beds and services needed.			
	Action Item	Date	Responsible
3.1.1	Partner with OHA to complete a gap analysis study of the number of inpatient and outpatient beds needed to serve the population that specifically accounts for the increases in acuity.	June 2024	OHA
3.1.2	Complete Portland Tri-County Area Mental Health Crisis Investment Decision Support Simulation Model to help leaders make decisions about how to build a better system.	December 2025	HealthShare and Care Oregon

3. Strategy 2: Increase the number of acute care treatment and residential treatment beds.			
	Action Item	Date	Responsible
3.2.1	Collaborate with the State, hospitals, and health systems to expand capacity in inpatient psychiatric services in the region, building on existing efforts, including looking at architectural and business plans and considering feasibility of expanding services for the highest-acuity patients in the state.	January 2026	State of Oregon, Oregon Legislature, Health System, and HealthShare
3.2.2	Fund and support an additional ~100 SRTF beds, especially in Class 1 facilities.	June 2028	Oregon Legislature

3. Strategy 3: Increase the number of outpatient treatment beds and services.

	Action Item	Date	Responsible
3.3.1	Expand access to intensive case management capacity by 200 slots.	TBD, begin June 2024	Medicaid, CCOs, Oregon Legislature
3.3.2	Add 150 beds to include residential SUD, withdrawal management and dual diagnosis beds. (Funding appropriated through the 2024 Oregon legislative session will allow short-term expansion to begin this work, with additional data-driven funding likely to be allocated through future legislative action.)	June 2025	Capital costs: County, State, and/ or CCOs Operation: Medicaid/CCO Oregon Legislature
3.3.3	Open a 24/7 drop-off/sobering center for first responders that offers co-occurring conditions treatment and support for people who have exited withdrawal management or acute psychiatric services but warrant additional stabilization, OR those who do not present conditions that are acute enough for higher-level services but still warrant stabilization.	TBD ²²	Multnomah County, City of Portland, CCOs, Oregon Legislature, OHA, providers

²² Rapidly evolving due to state and local investments and community needs

3. Strategy 4: Explore and begin funding any “shovel ready” projects that could increase bed capacity in behavioral health.

	Action Item	Date	Responsible
3.4.1	Complete environmental scan of shovel ready projects with estimated cost, type, bed capacity, timeline, etc.	April 2024 - Complete	CCOs, HRS, Multnomah County Health Department (MCHD)
3.4.2	Develop ongoing process for environmental scan to consistently update list of opportunities for building behavioral health capacity	June 2024	MCHD, CCOs, DCA, OHA

3. Strategy 5: Address behavioral health workforce shortage.

	Action Item	Date	Responsible
3.5.1	Address shortages in the behavioral health workforce through the removal of barriers, increased funding, and expanding and speeding up the pipeline of future workers.	June 2025	Oregon Legislature

Goal 4: Establish rapid and long-term interventions aimed at preventing homelessness among specific populations: youth aging out of the foster care system; individuals exiting the justice system; and people discharged from healthcare or behavioral health settings who are at risk of becoming homeless.

Outcomes

Short-Term

- Ensure youth aging out of foster care have a housing voucher while they secure stable employment and work toward obtaining income sufficient to support rent.
- Provide navigation services to connect to employment, housing, and other necessary services for foster youth and people exiting the justice system.
- Map existing rental assistance vouchers for integration and efficacy, and make improvements.
- Connect foster youth case managers to housing navigation.

- Provide immediate care coordination for services with people being discharged from healthcare or behavioral health settings who are at risk of becoming homeless.
- Assist with SSDI/SSI benefits and supported employment services as appropriate and provide rental subsidies for individuals coming out of carceral settings.
 - Provide people exiting the justice system with navigation services to connect to employment, health and housing services.
- Ensure those exiting carceral settings have navigators familiar with application and appeal processes specifically when criminal backgrounds are a barrier.

Mid-Term

- Complete data and information exchange agreements with the Oregon Department of Human Services (ODHS) and housing navigators to identify youth who are aging out of the ODHS system at least six months prior.
- Develop and use best practices for identifying housing needs, susceptibility to homelessness, physical and behavioral health needs, and employment and educational needs in concert with the Transition Readiness Assessment (TRA) for youth and young adults starting at age 14.
- Coordinate with ODHS and the Independent Living Program to ensure continuity of care.
- Reduce the number of people at risk of becoming homeless as they transition out of foster care, carceral settings, or healthcare and behavioral health settings.
- Adopt data and information exchange agreements with County Department of Community Justice (DCJ), the Multnomah County Sheriff's Office (MCSO), and housing navigators to identify individuals coming out of the DCJ system at least six months prior to discharge.
- Develop and use best practices for identifying housing needs, susceptibility to homelessness, physical and behavioral health needs, and employment and educational needs for individuals exiting the criminal justice system, including targeted behavioral health interventions, prior to release.

Long-Term

- Ensure every youth in the ODHS custody/foster child system who is aging into adulthood has guidance and secure housing, healthcare, and employment or educational pathways already in place as they exit.
- Make certain that no one is at risk of becoming homeless as they transition from foster care, justice, or physical and behavioral healthcare settings.
- Provide every person exiting carceral settings the option of secure housing, health services and employment, thereby significantly reducing the likelihood that they will be reincarcerated.

- Increase capacity for supportive housing responsive to the needs and brain development of emerging adults, especially those who are justice involved. Housing should include skill building and employment support to retain long-term housing.

4. Strategy 1: Long-term income-based housing vouchers for foster youth.			
	Action Item	Date	Responsible
4.1.1	Secure agreements for flexible housing vouchers.	June 2024	Oregon Housing and Community Services
4.1.2	Map access and priorities for rental assistance vouchers and connect them with priority populations.	January 2025	JOHS, Home Forward

4. Strategy 2: Improve access to behavioral health treatment in corrections systems.			
	Action Item	Date	Responsible
4.2.1	Understand and resolve barriers to the current delivery system within correctional health services.	July 2024	CCOs, DOC, DCJ, MCHD, MCSO
4.2.2	Develop a community of practice for standardized deflection programming to meet needs of a changing Measure 110 environment. That includes an assessment of deflection program capacity within residential SUD programming, as well as housing and treatment care models within each County correctional jurisdiction. Model the estimated diversion system capacity increases required to meet changing thresholds for drug possession and distribution charges in the Measure 110 environment.	August 2024	CCOs, Multnomah County District Attorney's Office, HRS, MCSO, MCHD
4.2.3	Leverage tele-psychiatry services to improve psychiatric care access and continuity.	October 2024	CCOs, DCJ (Mental Health Unit and Stabilization and Readiness Program)

4. Strategy 2 (continued): Improve access to behavioral health treatment in corrections systems.

	Action Item	Date	Responsible
4.2.4	Develop policy framework and program to ensure discharge medication continuity with longitudinal follow-up.	October 2024	CCOs, DCJ
4.2.5	Continuation of Medicaid benefit while in County jails.	January 2025	State of Oregon, DCJ
4.2.6	Notification within 48 hours to CCO if a CCO member is booked in Multnomah County Jail; CCO then moves directly to case management and treatment options if the person enters a Specialty Court or diversion program. ²³	January 2025	CCO, DCJ, MCSO, MCHD
4.2.7	Develop a community of practice for the provision of standardized, evidence-based SUD and behavioral health treatment within carceral settings. Mediation Supportive Recovery (MSR) is core.	TBD ²⁴	OHA, DOC, DCJ, CCOs, MCSO
4.2.8	Policy adaptation to provide Medicaid benefits for people in an incarcerated setting 30 days prior to release.	TBD ²⁵	State of Oregon, Department of Corrections (DOC)

23 [Multnomah County Criminal Justice System Map](#) – Interception 2 (3&4)

24 Timing to be determined, pending additional scoping with state partners.

25 Timing is to be determined, pending ongoing negotiations between the State of Oregon and the federal Centers for Medicaid and Medicare Services (CMS).

4. Strategy 3: Improved navigation for those exiting corrections to gain housing.

	Action Item	Date	Responsible
4.3.1	Conduct Assessment & Referral Center/Transition Service Unit needs analysis to determine changes and capacity needs to prevent all people leaving incarceration from entering homelessness.	June 2024	HRS, DCJ
4.3.2	Expand the Transition Services Unit to include CCOs and assign housing navigators to those exiting Corrections.	July 2024	HRS, DCJ, CCOs
4.3.3	Expand and provide ongoing funding for the Stabilization and Readiness Program, which assists with treatment, stabilization, skill development and case management services for individuals with severe and persistent mental illness who have been involved in the justice system.	July 2024	Multnomah County, DCJ
4.3.4	Explore an option for short-term rent vouchers for those who are in jail, but yet to be convicted, and are at risk of losing their current housing.	August 2024	DCJ, MCSO

4. Strategy 4: Improved navigation services designed specifically for foster youth.²⁶

	Action Item	Date	Responsible
4.4.1	Ensure a housing navigator is assigned to all transition-aged youth.	TBD	State Partners, HRS
4.4.2	Connect child welfare case managers to housing navigation systems.	TBD	State Partners, HRS
4.4.3	Connect ODHS with housing navigators in the Department of County Human Services to identify transition aged youth at least six months before “aging out.”	TBD	ODHS, Oregon Legislature, DCHS, OYA

²⁶ Timing and responsible parties for this strategy are to be determined, pending additional scoping with state partners.

Goal 5: Use the right dollars for the right service – including Medicaid, employment support and infrastructure dollars – to increase our federal match and reduce the competition for dollars based on the source. Invest dollars in services that create long-term stability.

Outcomes

Short-Term

- Use a contractor to identify opportunities to maximize federal match through our current Medicaid programs for supportive housing services and mobile crisis response services (e.g., PF&R CHAT, Project Respond and Portland Street Response), and other outreach providers (CCC's HEART and Portland Street Medicine).
 - Identify state regulatory challenges to receive federal match.
- Continue to engage in statewide and national advocacy and planning to identify pathways toward the appropriate mechanism to bill Medicaid and/or leverage other federal funding for mobile crisis response units and other outreach providers.
- Engage with state and federal delegation to reduce regulatory barriers and obtain waivers and plan amendments to enhance services.
- Enlist workforce investment boards and supportive housing specialists to promote employment for people transitioning out of homelessness.

Mid-Term

- Pursue expansion of Medicaid provider taxes or other revenues to fund critical advancements in mental health services.
- Research and apply for federal waivers that can expand critical infrastructure for behavioral health.

Long-Term

- Ensure federal dollars are maximized to invest in systems that provide stability to people who need short and long term service interventions.

5. Strategy 1: Maximize federal funding for coordination, navigation and supportive housing services.

	Action Item	Date	Responsible
5.1.1	Bring together state Medicaid billing expertise and develop a plan to maximize Medicaid and Federally Qualified Health Center (FQHC) billing for navigation and coordination services.	June 2024	MCHD, CCOs
5.1.2	Conduct analysis of current supportive housing providers and develop a six-month plan to bill for Medicaid eligible services. Build on Congregate Housing Services Program (CHSP) for housing stability supports.	September 2024	Multnomah County, CCOs
5.1.3	Pilot project of mobile crisis response teams and outreach providers begin billing Medicaid for allowable services. Pilot program establishes the appropriate mechanism to receive FQHC reimbursement to provide resources to expand the service countywide.	TBD	City of Portland, CCOs, HRS, OHA
5.1.4	Explore expanded or additional revenue sources to fund additional behavioral health capacity.	TBD	Oregon Legislature, CCOs, Provider Subcommittee

5. Strategy 2: Leverage additional federal support to enhance delivery of behavioral health services.²⁷

	Action Item	Date	Responsible
5.2.1	Allow greater flexibility in re-enrolling homeless individuals into Medicaid at dates that are not specific to their re-enrollment.	TBD	OHA, CCOs
5.2.2	Seek federal support for paying for pre-treatment behavioral health and SUD services.	TBD	State Partners, HRS

²⁷ Timing and responsible parties for this strategy to be determined, pending additional scoping with state partners.

5. Strategy 2 (continued): Leverage additional federal support to enhance delivery of behavioral health services.

	Action Item	Date	Responsible
5.2.3	Establish mechanisms for presumptive eligibility for mobile crisis and street medicine services.	TBD	State Partners, HRS
5.2.4	Seek federal support for behavioral health providers, SUD providers and other appropriate community organizations to upgrade their clinical information systems.	TBD	State Partners, HRS
5.2.5	Incentivize current behavioral health and primary care groups to expand and reduce denials. Enforce and encourage existing providers to reduce denials.	TBD	State Partners, HRS

5. Strategy 3: Leverage workforce investment dollars to move people into full time employment.

	Action Item	Date	Responsible
5.3.1	Expand regional workforce investment/development boards priorities to focus on workforce opportunities for individuals living in shelter, transitional housing and rapid-rehousing.	September 2024	State of Oregon, Worksystems
5.3.2	Enroll 500 individuals currently in shelter or transitional housing in a WIB employment program per year.	TBD	Worksystems
5.3.3	Enroll 200 individuals currently experiencing homelessness or living in transitional housing in supportive employment.	TBD	TBD
5.3.4	Increase access to employment support services to 40% of people across the housing continuum (shelters, transitional housing, supportive housing and low-income housing).	TBD	Oregon Legislature

5. Strategy 4: Conduct a system mapping of existing services.

	Action Item	Date	Responsible
5.4.1	Orient, align, and fund current and future service contracts toward Homelessness Response System goals and outcomes focused on equity.	December 2024	HRS, JOHS, MCHD, DCJ
5.4.2	Explore potential to expand permanent supportive housing capacity by bringing supportive services to existing affordable housing units.	December 2024	JOHS, Metro, CCOs
5.4.3	Complete a provider and population-specific system mapping of existing services, including outcomes toward goal.	March 2025	HRS

Goal 6: Increase the production of affordable housing.

As research makes clear, as housing becomes less affordable, homelessness increases. It is therefore critical that the City, County, Metro and State work together to increase the production of housing – particularly affordable housing.

According to a recent analysis by the Bureau of Planning and Sustainability, Portland needs to support the development of more than 120,000 new units of housing in the next 20 years – an average of 5,200 units per year. In order to align with Governor Kotek’s statewide housing production strategy, the city should “catch-up” the units from underproduction and for households experiencing homelessness and build 55,000 units by 2032, roughly 6,000 units annually.²⁸

Given that over 30% of current households are classified as low-income and cost-burdened (meaning they spend more than 30% of their income on housing expenses), more than half of the housing demand will need to be affordable for households whose incomes are at or below 80% of the area median income (AMI). This includes the need for 27,000 additional units of housing affordable to families earning up to 60% AMI over the next 10 years, of which at least 4,600 units are needed for households currently experiencing homelessness. This type of housing is highly unlikely to be built without significant direct public subsidy, for example in the form of development capital (through bond funds, tax increment finance investments, etc.) or tax abatements as

²⁸ City of Portland December 2023 [2045 Housing Needs Analysis](#). Adopted by City Council in January 2024.

well as ongoing support for resident services.

The City of Portland, Multnomah County, Metro and the State of Oregon already collaborate well on housing development. This includes coordinating overall housing production, as well as identifying potential sources of funding, developing new programs or initiatives, and investing in individual affordable development projects. However, greater alignment and strategizing is needed to achieve the aforementioned goals given the scale of need (particularly in 0-60% AMI housing that is so dependent on public subsidy) and the dwindling local resources for affordable housing development.

Toward that end, the city is developing a Housing Production Strategy – a five-year action plan for how it will support housing development and meet all of our local needs. The production strategy will include many of the items listed below, as well as additional strategies identified over the coming months. A discussion draft²⁹ released in February 2024 is expected to be final in late summer 2024. The city will lead this effort, but, in order for implementation to succeed, it will need all of its partners – including other jurisdictions and external development partners – to endorse and fully commit to the shared strategy. All must be marching toward the same goals.

Outcomes

Short-Term

- Develop and adopt the city’s Housing Production Strategy to boost production of all types of housing, including affordable housing, and get us on track to meet our longer-term goals.
- Expand housing incentives under the Inclusionary Housing/Multiple-Unit Limited Tax Exemption (MULTE) program to ensure that more mixed-income housing (including 0-60% AMI units) is built.
- Expand Homebuyer Opportunity Limited Tax Exemption (HOLTE) housing incentives to spur the development of affordable homeownership production.
- Temporarily reduce housing development zoning code requirements intended to spur development and make housing more affordable to build.
- Prioritize the permitting applications and inspection schedules for housing projects with median family income (MFI) at 60% or below.
- Consolidate City of Portland building permitting process under a single permitting authority to speed up permitting of all housing including affordable housing.
- Identify ways to support the development and financing of affordable housing on faith-based and non-profit owned properties.

29 City of Portland Discussion Draft of 2024 Housing Production Strategy.

- Identify an additional eight commercial buildings for potential housing conversion.
- Increase the state’s remediation funds to provide incentives for faster support remediation on sites for shelters, affordable housing, and behavioral health facilities.

Mid-Term

- Identify new Tax Increment Financing Districts in the Central City and East Portland to fund new affordable and other housing development.

Long-Term

- Identify a new local funding source for the construction of affordable housing, including supportive housing (if no action in 2024).

6. Strategy 1: Streamline, incentivize and finance housing development.			
	Action Item	Date	Responsible
6.1.1	Temporarily reduce housing development zoning code requirements intended to spur development and make housing less expensive to build, including allowing affordable housing projects additional flexibility in design review.	January 2024 – Complete (Housing Regulatory Relief)	City of Portland
6.1.2	Expand housing incentives under the Inclusionary Housing/MULTE program to ensure that more mixed- income housing (including 0-60% AMI units) is built.	February 2024 – Complete	City of Portland and Multnomah County
6.1.3	Expand housing incentives for HOLTE to spur the development of affordable homeownership production.	February 2024 – Complete	City of Portland and Multnomah County
6.1.4	Fund infrastructure investments that will facilitate local housing production, including affordable housing.	March 2024 - Complete	State of Oregon/ Legislature
6.1.5	Launch process to award \$600 million in state funding for new affordable housing (including supportive housing) adopted by Legislature in 2023.	April 2024	State of Oregon
6.1.6	Identify 20 commercial buildings in Central City for potential housing conversion (12 have been identified so far).	June 2024	City of Portland

6. Strategy 1 (continued): Streamline, incentivize and finance housing development.

	Action Item	Date	Responsible
6.1.7	Prioritize the permitting applications and inspection schedules for affordable housing projects. (0-60% MFI)	June 2024	City of Portland
6.1.8	Consolidate City of Portland building permitting process under a single authority (Single Permit Authority).	June 2024	City of Portland
6.1.9	Identify ways to support the development and financing of affordable housing on faith-based and nonprofit owned properties.	August 2024	City of Portland
6.1.10	Develop and adopt the city's Housing Production Strategy for the next five years.	August 2024	City of Portland
6.1.11	Identify new Tax Increment Financing Districts in the Central City and East Portland to fund new affordable and other housing development.	October 2024	City of Portland
6.1.12	Increase state remediation funds for remediation on sites for shelters, affordable housing and behavioral health facilities. ³⁰	June 2025	State of Oregon/ Oregon Legislature
6.1.13	Identify a new local funding source (to replace Portland and Metro Housing Bonds) for funding for the construction of affordable housing, including supportive housing.	TBD	City of Portland; Metro

³⁰ [Department of Environmental Quality: Funding: Environmental Cleanup: State of Oregon](#)

Goal 7: Improve data and analytics across the system to measure progress and enhance use of physical and financial resources.

Outcomes

Short-Term

- Establish consistent nomenclature for services.
- Develop interim data sharing and tools to track and monitor progress toward goals.
- Produce a comprehensive plan to move to a more robust and nimble tool that integrates the provider, public safety, and healthcare needs to seamlessly move people through a system of care.
- Provide funds to develop continuous quality improvement and measurement systems to track outcomes, and iteratively adjust to improve services.
- Establish community practices to collect and respond to LGBTQIA2S+ data.

Mid-Term

- Develop a robust and integrated data platform(s) that tracks housing inventory, information for each individual requiring homelessness services (including navigation), and availability of services.
- Produce an evaluation plan to understand the short- and long-term impacts of homeless services and programs. Include effective system-level modeling of inflow to and outflow from homelessness to better understand intervention impacts on overall levels of homelessness.

Long-Term

- Move policy and planning activities from being reactive to being proactive in developing better strategies for addressing and preventing homelessness, as well as interrupting returns to homelessness.
- Fully operationalize continuous quality improvement cycle.
- Implement an evaluation plan to analyze outcomes and to understand how programs are best delivered, with a focus on priority populations who are disproportionately represented and underserved.
- Collect, track and assess data on long-term outcomes for individuals and families by race and ethnicity.

7. Strategy 1: Establish and share clear definitions.

	Action Item	Date	Responsible
7.1.1	Coordinate with Metro, Clackamas and Washington counties, and Portland Housing Bureau to define Permanent Supportive Housing.	June 2024	Metro, JOHS, HRS
7.1.2	Define and communicate consistent language to describe services.	July 2024	HRS, JOHS

7. Strategy 2: Create a robust data platform to support adequate service provision designed with the end user in mind.

	Action Item	Date	Responsible
7.2.1	Partner engagement and gather requirements – currently in progress to determine a data system platform. Collect and analyze requirements for the new system.	March 2024 - Complete	JOHS
7.2.2	Interim connection developed for shelter providers to report available access and appropriate placement spots available, to be tracked in real time.	August 2024	JOHS
7.2.3	After the interim solution, create a longer-term shelter availability tool that is integrated with other systems as necessary. Select a software vendor with experience in integrated social service and healthcare systems. Customize the software to meet the specific needs of Multnomah County, focusing on shelter management in the first phase.	TBD	Operations Committee (City/County/Metro)
7.2.4	Phase 1 Establish metrics to evaluate the system's impact on shelter capacity and resource management. Regularly review system performance and adjust as needed.	August 2024 –March 2025	Operations Committee (City/County/Metro)

7. Strategy 2 (continued): Create a robust data platform to support adequate service provision designed with the end user in mind.

	Action Item	Date	Responsible
7.2.5	Phase 2 Add behavioral health capacity.	TBD	Operations Committee, CCOs
7.2.6	Phase 3 Add supportive housing and affordable housing.	TBD	Operations Committee
7.2.7	Develop a community-based health care management platform that all service providers can use to engage clients with health care information and services, including identifying clients' CCO and health plan payer; make, confirm, change medical appointments; access HRS benefits; health navigation from the medical provider/payer.	December 2024	CCOs, JOHS
7.2.8	Develop data sharing agreements with the City of Portland, Metro, and the State of Oregon to ensure data privacy, security and compliance with relevant laws (e.g., HIPAA, FERPA). Establish protocols for data sharing, including consent processes and data standards.	TBD	JOHS, Metro, CCOs

7. Strategy 3: Improve programming through continuous quality improvement and evaluation.

	Action Item	Date	Responsible
7.3.1	Develop and implement plans for continuous quality improvement that is collaborative, data driven, responsive and rigorous. Require client feedback to refine and improve programming, communicate and support feedback loops, facilitate shared learning, cultivate a culture of continuous improvement, and support data use and improvements.	December 2025	HRS, JOHS

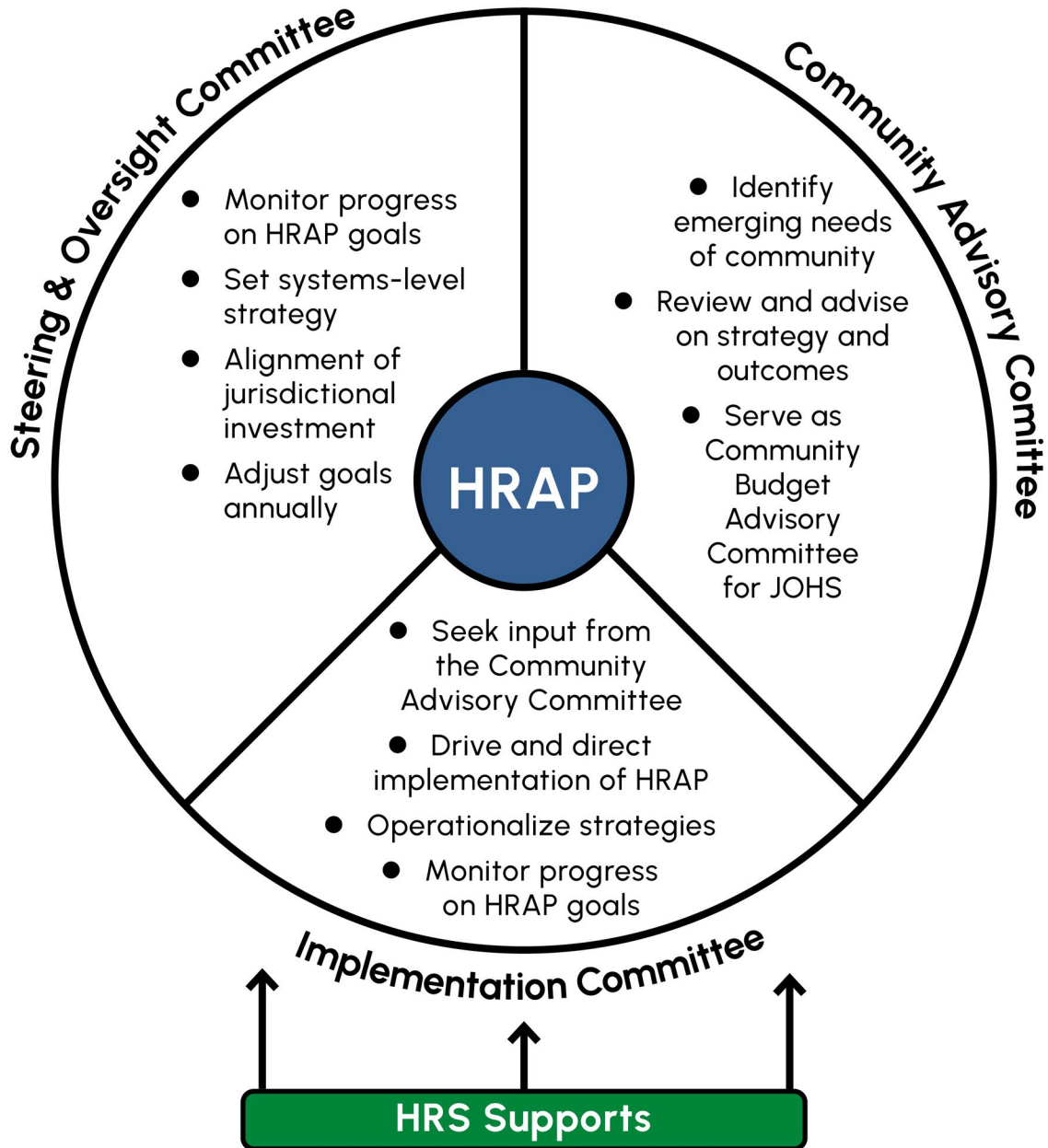
7. Strategy 3: Improve programming through continuous quality improvement and evaluation.

	Action Item	Date	Responsible
7.3.2	<p>Develop and implement an evaluation plan to examine short- and long-term outcomes for each service and housing program provided. as well as system-level inflow and outflow impacts to overall levels of homelessness. The evaluation plan should integrate with the the JOHS evaluation framework and respond to three critical questions:</p> <ol style="list-style-type: none"> 1. Was the program implemented as intended(e.g., What percentage of youth aging out of foster care received a housing voucher?) 2. Did the program serve prioritized populations and were outcomes equal to or better than intended? 3. To what degree did the program have the intended outcome (e.g., What percentage of those placed in PSH remain housed at year 2)? 	December 2025	HRS

Goal 8: Establish a new governance structure that aligns strategies, resources and outcome measurements; clarifies roles and responsibilities; and extends the table to include nonprofit and private systems serving common populations and with additional resources.

A governance framework responsive to the housing crisis in Multnomah County will require a significant structural change from what currently exists. No amount of population segmentation, housing and shelter development, or a robust array of behavioral health services, will achieve the desired results without an intentionally designed system that organizes, purchases, and coordinates these services and assets – in other words, a committee charged with oversight and another with implementation.

A functional system will require a governance structure that uplifts lived experience, racial equity and transparent processes for decision-making, accountability and responsibility. This system should be flexible, and members should be added, removed and changed as lessons are learned.



Governance

- Establish and engage in a Homelessness Response System, including joint goal-making, strategy formation and oversight over the larger system of care. Focus areas include unsheltered homelessness, health and recovery, supportive and affordable housing, and crisis response.
- Shared accountability for driving transformation in effective delivery of services and reduction of unsheltered homelessness in Multnomah County.
- Wherever possible, align funding priorities and timelines, pool resources where appropriate, and leverage missions and areas of expertise.
- Remove regulatory barriers and increase funding incentives to provide health services in shelters and low-income housing.
- Facilitate decision-making rooted in data and analytics that considers long-term impacts and sustainability.
- The Homelessness Response System will be overseen by the Steering and Oversight Committee. This body will be advised by two subcommittees: a Community Advisory Committee and an Implementation Committee. Multnomah County will provide administrative support for all three committees.

Steering and Oversight Committee

Key Responsibilities:

- Set strategy and Key Performance Indicators (KPI) based on recommendations from the Implementation Subcommittee.
- Monitor progress and performance toward goals.
- Ensure alignment of jurisdictional investments toward strategies and performance.
- Adjust annual goals at the completion of each year.
- Assess strategies based on performance as recommended by the Implementation Subcommittee; and review audits of the various components of the HRS.

Membership: Multnomah County Chair and the City of Portland Mayor appoint members.

- 5 voting members including Multnomah County Chair, City of Portland Mayor, a Multnomah County Commissioner, a City of Portland Commissioner, and an East County elected official.
- 4-5 non-voting members, including Metro Housing Director, Coordinated Care Organization (CCO) and Home Forward.
- County and City officials shall share all information, audits and reports with their respective body's elected members.
- **Meeting cadence: Every other month (odds)**

Implementation Committee:

Key Responsibilities:

- Addressing administrative burdens that constrain implementers and providers from delivering services in the desired manner and speed as indicated in the program intent.
- Driving and directing the implementation of goals, strategies, and outcomes approved by the Steering and Oversight Committee.
- Drafting an investment plan for the Steering and Oversight Committee.
- Operationalizing strategies and Key Performance Indicators.
- Monitoring progress toward goals with intermittent progress checks for unintended consequences; and the practice of continuous quality improvement.
- Overseeing and managing data dashboards.
- Soliciting input from Community Advisory Subcommittee to inform implementation strategies and recommendations and reporting to the Steering and Oversight Committee.

Membership includes but is not limited to:

- City Administrator; County Chief Operating Officer; County and City Department and/or Division Directors (JOHS; Portland Housing Bureau; Public Safety Services Area Deputy City Administrator; Portland Solutions Director; County's Department of Community Justice; Department of County Human Services; Behavioral Health Division and Health Department); Health Share of Oregon; Trillium; Metro Housing staff; Home Forward; service provider representative; East County representative; and school district representative.

Meeting cadence: Monthly.

Community Advisory Committee:

Key Responsibilities:

- Review and recommend strategies, plans, and outcomes identified by the Implementation Subcommittee.
- Identify emerging community needs and opportunities to the Steering and Oversight Committee and Implementation Subcommittee.
- Serve as the County Budget Advisory Committee (CBAC) for the JOHS beginning in FY 2025-26.³¹

31 A further sub-committee – the Portland, Gresham/Multnomah County Continuum of Care Board (CoC) – will continue its work.

Membership: Recommended and approved by the Steering and Oversight Committee:

- Up to 16 members, including at least six with lived experience of homelessness within the last seven years ³² and representation from business, labor, HRS service providers, philanthropy, crisis response, first responders, affordable housing, street outreach/navigation, health, recovery, and/or the Continuum of Care board ³³, as well as at least one member from the general public.

Meeting cadence: Every other month.

Committee members must be Multnomah County residents and will need to disclose any financial conflicts with Multnomah County or other partners.

8. Strategy 1: Establish goals, priorities, and governance.			
	Action Item	Date	Responsible
8.1.1	Establish Governance Charter and membership for the Steering and Oversight Committee and Implementation Subcommittee.	June 2024	HRS
8.1.2	Agree on new City-County JOHS IGA.	June 2024	Multnomah County, City of Portland
8.1.3	Establish charter and membership for the Community Advisory Subcommittee.	June 2024	HRS

8. Strategy 2: Implement Homelessness Response System Governance.			
	Action Item	Date	Responsible
8.2.1	Launch Implementation Subcommittee.	May 2024	HRS
8.2.2	Launch Steering & Oversight Committee.	July 2024	HRS

³² Lived experience of homelessness generally means being without a secure, predictable or reliable home. This can mean living in a shelter, car, tent, outside or involuntarily doubled up or couch surfing.

³³ Continuum of Care (CoC) refers to a federal program led by the U.S. Department of Housing and Urban Development that is designed to promote community-wide commitment to the goal of ending homelessness and provide funding for efforts by nonprofit providers, States, and local governments to quickly rehouse homeless individuals (including unaccompanied youth) and families, while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness.

8. Strategy 2 (continued): Implement Homelessness Response System Governance.			
	Action Item	Date	Responsible
8.2.3	Establish committee schedules, expectations, and preliminary work plans. Map coordination and alignment opportunities to other existing oversight and advisory bodies.	July 2024	HRS, JOHS
8.2.4	Recruit and select Community Advisory Subcommittee membership. Launch Subcommittee.	August 2024	HRS

Goal 9: Develop and implement a communications strategy.

Create an effective and inclusive communications strategy to increase public awareness and engagement.

Outcomes

- Clearly, transparently, and in an easily understandable way, display progress toward specific goals and metrics, as well as the status of identified policy and governance work.
- Develop a webpage or standalone microsite to house information on goals, metrics and governance, as well as storytelling of those helped, and hold all parties accountable for updating their information. A key element of the webpage would be a dashboard showing progress on key metrics.
 - The webpage and dashboard are a “homebase” for information. Communications updates will be posted on this site, as well as shared via social media from lead parties’ main accounts as well as through direct outreach to news media.
- Launch a quarterly email newsletter that updates partners and policy makers on key metrics and connects readers to the online dashboard.
- Determine the cadence for communications based on progress against metrics and flow from the results.

9. Strategy 1: Create an effective and inclusive communications strategy to increase public awareness and engagement.

	Action Item	Date	Responsible
9.1.1	Determine which metrics to track on a public dashboard, including data sources and parties responsible for tracking.	June 2024	HRS
9.1.2	Launch development of a webpage that houses the dashboard (see below) and other key elements of information, such as governance. The webpage serves as a homebase for information and clearly identifies the leads on each piece of work, and the current status.	June 2024	HRS
9.1.3	Launch email newsletter that updates partners, stakeholders and policy makers on key metrics and connects readers to the online dashboard.	July 2024	HRS
9.1.4	Dashboard is live.	October 2024	HRS

Additional and Future Considerations for the Homelessness Response System

A. 1. Preventing people from entering homelessness.

	Action Item	Date	Responsible
A.1.1	Assemble a workgroup to discuss eviction prevention strategies and expiring resources to determine future recommendation(s).	June 2024	Multnomah County, State of Oregon
A.1.2	Create an internal administrative workgroup solely focused on reducing the barriers to effective use of vouchers and streamlining rental assistance and distribution.	June 2024	Multnomah County, State of Oregon

A. 2. Rework voucher and assistance programs.

	Action Item	Date	Responsible
A.2.1	Allocate \$7.6 million in immediate client and rental assistance available to JOHS providers for 221 households.	June 2024	JOHS
A.2.2	Housing Multnomah Now engages 300 individuals who do not have homes and connects them with housing over FY 2024/ FY 2025. This investment includes rent and client assistance, street outreach, housing placement capacity, housing retention, landlord recruitment, etc. Minimum spend of \$8 million.	June 2024	Multnomah County/JOHS
A.2.3	Move-In Multnomah contract for 140 rooms to be leased. Costs of \$4.2 million.	June 2024	Multnomah County/JOHS
A.2.4	Voucher/long-term rental assistance rehaul: Offer a grace period or expanded timeline to use vouchers in response to the tight housing market.	October 2024	Multnomah County, State of Oregon
A.2.5	Determine and align rental assistance and PSH resource needs.	July 2025	JOHS
A.2.6	Explore use of rent assistance and ACT services for those exiting Unity and Oregon State Hospital.	July 2025	JOHS, MCHD, CCOs

A. 3. Develop a plan to increase and retain employees currently working in the system.

	Action Item	Date	Responsible
A.3.1	Consolidate agency work and create a focused workforce development plan on the Governor's core priorities of housing and behavioral health, including workforces that support these program areas.	June 2024	State of Oregon

A. 3 (continued): Develop a plan to increase and retain employees currently working in the system.

	Action Item	Date	Responsible
A.3.2	Establish a workgroup with labor, employers and community partners who have training and recruitment investments to evaluate changes to wages, benefits, and training to recruit and retain workers.	September 2024	Multnomah County
A.3.3	Complete gap analysis across all professions licensed and unlicensed in behavioral health, peer support and independent living (combine with current analysis).	April 2025	State (Oregon Health Policy Board [OHPB] workforce committee, ODHS, Future Ready, workforce investment boards, Employment Department)
A.3.4	Evaluate funding contracts specifically to increase wages and training.	April 2025	State of Oregon, Multnomah County

A. 4. Develop a plan to streamline and strengthen transport services for people experiencing homelessness.

	Action Item	Date	Responsible
A.4.1	Work with the navigation group to develop a set of recommendations.	July 2024	JOHS

A. 5. Expand outreach and engagement services at key locations.

	Action Item	Date	Responsible
A.5.1	Fund outreach services at library locations.	June 2024	Multnomah County
A.5.2	Fund day services.	June 2024	Multnomah County

Appendices

January 2024 demographic information on unsheltered homeless population:

Race	Unsheltered Homeless	Total	Overall Population ³⁴
American Indian, Alaska Native, or Indigenous	10%	547	1.5%
Asian or Asian American	2%	117	8.3%
Black, African American, or African	23%	1,232	6.2%
Hispanic/Latina/o/e/x	14%	731	12.9%
Middle Eastern or North African	0%	13	NA
Native Hawaiian or Pacific Islander	3%	158	0.7%
White	56%	3,044	78.1%
Unknown	8%	448	NA
Total	100%	5,398³⁵	

34 According to July 2023 [U.S. Census data](#). Note, the Census does not have a Middle Eastern or North African category. The Census does have a two or more races category (5.2% population).

35 Participants can select more than one race, so the total exceeds the number of unsheltered individuals.

Race Category	Unsheltered Homeless	Total
BIPOC	46%	2,474
White	46%	2,475
Unknown	8%	449
Total	100%	5,398

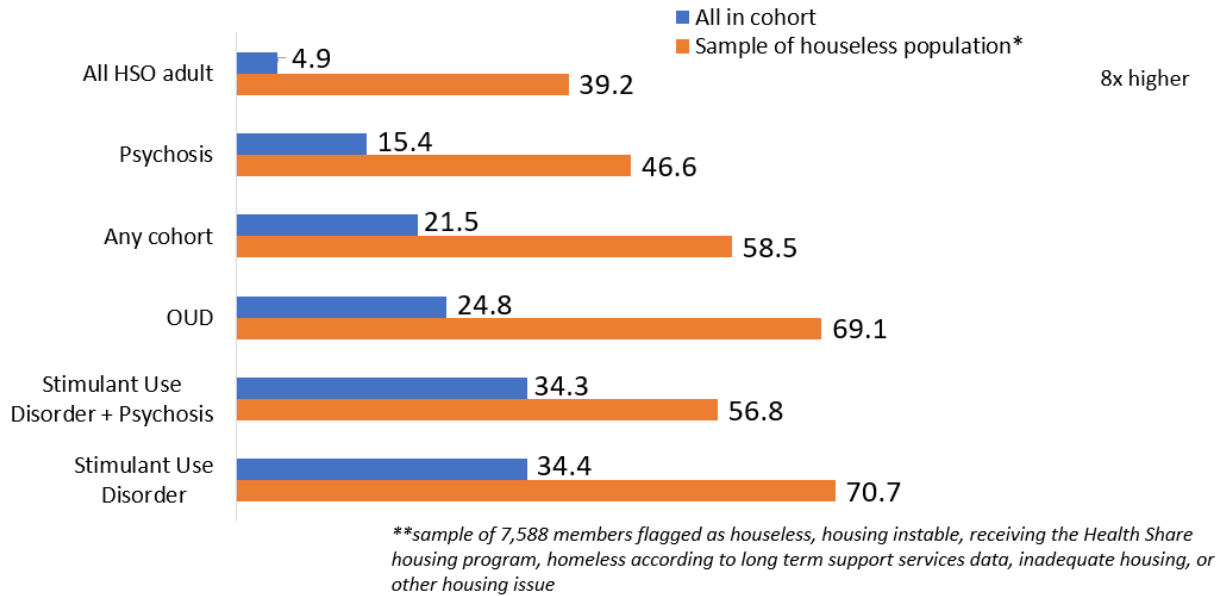
Gender	Unsheltered Homeless	Total
Woman (Girl, if child)	52%	2,811
Man (Boy, if child)	40%	2,172
Culturally-specific identity (e.g. two-spirit)	0%	2
Transgender	1%	75
Non-binary	3%	141
Questioning	1%	32
Different identity	0%	2
Unknown gender	4%	204
Total	100%	5,398³⁶

36 Participants can select more than one gender category, so the total exceeds the number of unsheltered individuals.

Benefits of Behavioral Health Bed Investments on Inpatient Admissions

A recent Health Share of Oregon analysis of regional Medicaid beneficiaries points to significant cost avoidance. The behavioral health bed investments would bring down inpatient admissions.

Utilization Comparisons: 2022 Medical Inpatient Admissions per 1000 member months



Current Housing Bond and Metro Housing Bond Projects³⁷				
	Total New	PSH	30% MFI	Date Construction Complete (Estimate)
2024				
Dr. Darrell Millner	63	0	17	January 2024
3000 Powell	206	30	68	February 2024
Powell Hurst Place	62	12	50	March 2024
The Fairfield	75	75	0	June 2024
Francis and Clare Place	61	61	61	July 2024
Beacon Glisan Landing	41	0	41	September 2024
Meridian Gardens	85	65	70	September 2024
Tristilal Village	24	16	24	September 2024
2025				
Aldea Glisan Landing	96	0	15	January 2025
Garden Park Estate	54	25	25	Early 2025
Alder 9	159	25	53	May 2025
Albina One	94	0	32	June 2025
PCC Killingsworth	84	0	61	Mid 2025
Abbey Lot Townhouses	8	0	0	Mid 2025
Strong Family Site	75	0	11	End 2025
Dekum Court	147	0	61	End 2025

³⁷ [2022-metro-annual-report-final-2.8.2023.pdf \(portland.gov\)](#)

Current Housing Bond and Metro Housing Bond Projects (continued)				
	Total New	PSH	30% MFI	Date Construction Complete (Estimate)
2026				
M Carter Commons	62	0	21	Early 2026
Barbur Apartments	149	0	32	Mid 2026
Portland Value Inn	96	15	39 (30%) / 25 (50%) / 17 (60%)	Mid 2026
HollywoodHUB	222	0	71	Summer 2026
2027 and beyond				
Clifford	22	22	0	2027
Williams and Russell Site	90	0	0	2027
Carey Boulevard Townhouses	53	0	0	Spring 2029
Total	2028	259	789	

Behavioral Health Beds				
		Beds/Units		
County	Residential Type	2023	2024	2025
Multnomah/Washington	Residential Treatment Facility (RTF)		42	15
Multnomah/Washington	Residential Treatment Home (RTH)	5	5	
Multnomah/Washington	Supportive Housing			9
Multnomah/Washington	Children's Psych Res (PRTF)		18	

Legal Entity Name	County	Status	Facility Type	Residential Type	Total Number of Beds	Number of Units	Anticipated Completion Date (with Survey)	Priority Groups (LR)	Total HSD Funds Projected for Distribution
Cascadia Health	Multnomah	Fully Executed	Licensed Residential	RTF	10		12/31/24	Aid & Assist	\$2,395,000.00
Cascadia Health	Multnomah	Fully Executed	Licensed Residential	RTF	10		12/31/24	Aid & Assist	\$2,410,000.00
New Narrative	Multnomah	Out for Signature	Licensed Residential	RTF	15		03/30/25	PSRB	\$1,615,593.00
New Narrative	Multnomah	Fully Executed	Licensed Residential	RTF	11		02/29/24	Civil Commitment	\$1,790,646.03
New Narrative	Multnomah	Fully Executed	Licensed Residential	RTF	11		02/29/24	Civil Commitment	\$1,775,526.03
Telecare Mental Health Services of Oregon, Inc.	Multnomah	Fully Executed	Licensed Residential	RTH	5		02/29/24	Civil Commitment	\$1,574,593.22
Cascadia Health	Multnomah	OC&P Review	Supportive Housing	SH		9	10/31/25	N/A	\$2,700,000.00
Madrona Recovery Center Inc.	Washington	OC&P Generate Contract	Children's Psychiatric Residential Treatment Facilities	PRTF	18		2/29/2024	CPRTF	\$2,561,098.00
Sequoia Mental Health Services, Inc.	Washington	Fully Executed	Licensed Residential	RTH	5		04/15/23	Civil Commitment	\$510,550.03

Glossary of Terms / Acronyms

ACT Assertive
Community Treatment

AMI Area Median Income

BIPOC Black,
Indigenous, and People of
Color

CBAC County Budget
Advisory Committee

CCO Coordinated Care
Organization

CMS Center for Medicare
and Medicaid Services

DCJ Multnomah County
Department of Community
Justice

DOC Oregon Department
of Corrections

FERPA Family
Educational Rights and
Privacy Act

HIPAA Health
Insurance Portability and
Accountability Act

HOLTE Homebuyer
Opportunity Limited Tax
Exemption

HRS Homelessness
Response System

IGA Intergovernment
Agreement

IMD Individuals with
Mental Disease

JOHS Joint Office of
Homeless Services

KPI Key performance
indicators

LGBTQIA2S+ lesbian,
gay, bisexual, transgender
and/or gender expansive,
queer and/or questioning,
intersex, asexual, and
two-spirit

LUBA Oregon Land Use
Board of Appeals

MCHD Multnomah
County Health Department

MFI Median Family
Income

MSR Medication
Supported Recovery

MULTE Multiple-Unit
Limited Tax Exemption
(MULTE)

ODHS Oregon
Department
of Human Services

OHA Oregon Health
Authority

OHCS Oregon Housing
and Community Services
(state department)

OHPB Oregon Health
Policy Board

OHSU Oregon Health
and Sciences University

OIC Oregon Investment
Council

PIT Point in Time Count

PSH Permanent
Supportive Housing

PRTF Psychiatric
Residential Treatment
Facility

RHT Residential
Treatment Home

RTF Residential
treatment facility

SDC System
Development Charge

SHS Supportive Housing
Services (Metro funding
measure)

SNAP Supplemental
Nutrition Assistance
Program

SRTF Secure residential
treatment facility

SSD Social Security
Disability Insurance

SSI Social Security
Income

SUD Substance use
disorder

TANF Temporary
Assistance for Needy
Families (TANF)

TRA Transition
Readiness Assessment

Authorize three-year Homelessness Response System Intergovernmental Agreement with Multnomah County

Ordinance

The City of Portland ordains:

Section 1. The Council finds:

1. The United States, the state of Oregon, the City of Portland, and Multnomah County are all experiencing a homelessness crisis, primarily caused by a severe shortage of affordable housing. Those suffering from homelessness often face numerous barriers to obtaining the services and resources they need to find stability.
2. Multnomah County and the City of Portland have determined that continuing their coordinated development and delivery of services supporting and otherwise geared to individuals struggling with homelessness and housing insecurity, as well as substance use and behavioral health issues, will improve the delivery of services and enhance outcomes for those receiving such services and for the region as a whole.
3. Per the JOHS IGA Seventeenth Amendment, passed by City Council June 28, 2023, Council directed the City's negotiation team to do the following:
 - a. Negotiate a new intergovernmental agreement for the Joint Office of Homeless Services.
 - b. Explore measurable, community-wide indicators to assess the rate of homelessness within the geographic area covered by the City and County and to evaluate the Parties' progress toward agreed upon goals.
 - c. Improve coordination between the Joint Office, the City, and Community Solutions, and identify effective and efficient intervention strategies targeting specific segments of the City and County's homeless population.
4. In July 2023, the Mayor's office and the City's Chief Administrative Officer, at the direction of the council, began working with a facilitation team and Multnomah County to negotiate a new Intergovernmental Agreement (IGA) for the Joint Office of Homeless Services (JOHS) to replace the existing JOHS IGA (Contract # 30005335).

5. In December 2023, Chair Jessica Vega Pederson and Mayor Ted Wheeler announced a shared framework for extending Portland and Multnomah County's partnership in JOHS that laid out a series of strategic recommendations - including a new governance structure called the "Homelessness Response System" (HRS) for the full City Council and County Board of Commissioners to consider as part of formally approving a new IGA to replace the one expiring on June 30, 2024.
6. The HRS recommendations include metrics, detailed goals, data sharing, financial reporting, and clear strategies with accountable parties to implement the action plan in response to the system.
7. The HRS also consists of three committees: a Steering and Oversight Committee, an Implementation Subcommittee and a Community Advisory Subcommittee.
8. In March of 2024, the Chair and Mayor unveiled the Homelessness Response Action Plan (HRAP), to provide a path forward for implementing the Homelessness Response System.
9. The HRAP lays out strategies, identifies accountable parties, action items and timeframes to implement the strategy for the HRS. It addresses homelessness through an expanded range of partnerships that includes not only homeless services providers but also first responders, healthcare and criminal justice organizations.
10. The HRAP identifies and sets measurable, community-wide indicators to assess the rate of homelessness within the geographic area covered by the City and County to evaluate the Parties' progress toward agreed upon goals through the Homelessness Response System and Homelessness Response Action Plan. These outcomes include the following:
 - a. Informed by the latest data from the Homeless Management Information System (HMIS) database, adopt clear, achievable goals with measurable outcomes, including goals and outcome measures addressing a coordinated shelter strategy.
 - b. Identify a baseline number of people experiencing unsheltered homelessness as of January 2024. (Completed as of January 2024 there were 5,398 people experiencing unsheltered homelessness in Multnomah County.).
 - c. Shelter or place in housing 2,699 unsheltered people (the number of people equivalent to 50% of the unsheltered people on the by-name list) by December 31, 2025.

- d. Reduce unsheltered homelessness for priority populations listed below at a rate equal to or greater than that population's proportion of the overall population in the baseline number:
 - i. Black, African American or African
 - ii. Native Hawaiian or other Pacific Islander
 - iii. American Indian, Alaskan Native, or Indigenous
 - iv. Latina/Latino/Latinx/Latine
 - v. Asian, Asian American
 - vi. Adults over the age of 55
 - vii. LGBTQIA2S+
 - e. Increase exits from adult shelter to permanent housing by 15% by December 31, 2025.
 - f. Ensure 75% of people housed in permanent supportive housing retain their housing 24 months after placement.
11. The finalized HRAP was released on June 2, 2024, and incorporates added goals and action items based on the community feedback collected in Spring 2024.
12. The Implementation Subcommittee is working on implementing the HRAP and has met twice since May 2024. This committee will improve coordination between Parties and brings together all County and City department directors whose work affects behavioral health, housing, poverty, homelessness and criminal justice and join them with other regional and state peers.
13. The HRAP is a central element of the proposed HRS IGA guiding the City and County's work addressing homelessness.
14. The HRS IGA states that by December 31, 2024, the County must put forward for approval by the Multnomah County Board of Commissioners (BCC) an ordinance to change the JOHS name in a manner that removes the word "Joint" from the name to more accurately reflect management for the office. If the BCC approves the name change, the County must change the name within one year after BCC approval.
15. The HRS IGA provides clarity related to termination and associated responsibilities, which did not exist in the existing IGA.
16. The HRS IGA will be effective for a duration of three years and will terminate on June 30, 2027, unless extended. In the event of termination, the County will return an identified list of shelters for the City to operate and fund.
17. The HRS IGA identifies the current shelters (Safe Rest Villages and Temporary Alternative Shelter Sites) that the city operates and establishes a process to

transfer both the operational and funding responsibility to JOHS by July 1, 2025.

18. The HRS IGA includes the City's Funding commitment (i.e., the Funding to be paid to the County) during the Term is \$25,186,923 for FY 2024-25 and, beginning in FY 2025-26, is \$31,186,923 each Fiscal Year thereafter (during the Term) plus an annual Inflation Factor cost increase.

NOW, THEREFORE, the Council directs:

A. City Council will meet by October 15, 2024 to receive a progress report from the City Administrator on the Homelessness Response Action Plan. If the plan has not met the following contract milestones, City Council will decide whether or not to terminate the Homelessness Response System Intergovernmental Agreement.

B. Milestones that City Council will review progress upon:

1. The Homelessness Response System (HRS) Steering and Oversight Committee (SOC) will approve a publicly accessible performance dashboard that shows quarterly updates and progress toward HRAP outcomes.
2. The Joint Office of Homeless Services will have launched a shelter availability application pilot to report available access and appropriate placement spots available, to be tracked in real time.
3. The HRS SOC will approve a publicly accessible budget dashboard available detailing respective Program investments by Fiscal Year.
4. The Joint Office of Homeless Services will provide a detailed plan – including costs and locations - on the 555 beds of additional adult shelter that is planned to open by December 2024.
5. The Joint Office of Homeless Services will launch a pilot to secure up to 200 block/primarily leased units to support rapid rehousing placement.
6. Multnomah County will have completed an analysis of current supportive housing providers and develop a six-month plan to bill for Medicaid eligible services.
- ~~7. The HRS SOC will discuss and determine whether to propose an expanded SOC to include (1) business sector representative (1) behavioral health expert who is not a current service provider and (1) individual taxpayer who currently pays Supportive Housing Services tax.~~

The HRS SOC will expand the SOC to include (1) business sector

representative (1) behavioral health expert who is not a current service provider and (1) individual taxpayer who currently pays Supportive Housing Services tax.

8. The HRS SOC will approve a policy that governs distribution of tents and tarps by Multnomah County and its service providers within the City of Portland.
9. The HRS SOC will approve a policy that governs distribution of syringes, drug kits and other harm reduction tools by Multnomah County and its service providers within the City of Portland.
10. The Joint Office of Homeless Services will finalize an outreach and engagement strategy workgroup and steering committee, that includes City of Portland participation, similar to the Community Sheltering Strategy.
11. The HRS SOC will provide clear delineation of roles and responsibilities of the City and the County that are related, either directly or indirectly, to homelessness services.
12. The HRS SOC will determine an agreed upon number of housing vouchers to be set aside for residents who are housed at a TASS or SRV site.

A.C. The Mayor, or his designee, is hereby authorized to execute the newly developed Homelessness Response System Intergovernmental Agreement with Multnomah County, substantially in accordance with Exhibit A.

**Amendments to Exhibit A passed by City Council June 26, 2024 –
strikethrough/underline version**

**HOMELESSNESS RESPONSE SYSTEM
INTERGOVERNMENTAL AGREEMENT**

This HOMELESSNESS RESPONSE SYSTEM INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made by and between Multnomah County, a political subdivision of the state of Oregon (“County”), and the City of Portland, a municipal corporation of the state of Oregon (“City”), each a “Party” and collectively as “Parties”. Capitalized terms used in the Agreement are defined in **Section 1** or in the HRS Glossary, attached as **Addendum A**.

RECITALS

- A. The United States, the state of Oregon, the City of Portland, and Multnomah County are all experiencing a homelessness crisis, primarily caused by a severe shortage of affordable housing with chronic homelessness compounded by severe persistent mental illness and addiction with severely limited access to treatment and housing that has resulted in unprecedented numbers of people living and dying unsheltered.
- B. Those suffering from homelessness often face numerous barriers to obtaining the services and resources they need to find stability.
- C. As reflected in the summary of page 4 of “Home Again: A 10-Year Plan to End Homelessness in Portland and Multnomah County,” the Parties have historically collaborated to support and house a diverse range of homeless populations, including through the City’s Urban Services Policy, the County’s Resolution A (adopted in March 1983), and through formation of the Joint Office of Homeless Services (JOHS) under Intergovernmental Agreement dated July 1, 2016, as amended (the “JOHS IGA”).
- D. The Parties have determined that continuing their coordinated development and delivery of services supporting and otherwise geared to individuals struggling with homelessness and housing insecurity, as well as substance use and behavioral health issues, will improve the delivery of services and enhance outcomes for those receiving such services and for the region as a whole.
- E. The Parties’ collaborative commitment to homeless services is also codified in both governments’ planning efforts for federal funds from the U.S. Department of Housing and Urban Development (HUD). This includes the Continuum of Care (CoC) program, which provides housing and services for people who are homeless.
- F. The Parties wish to extend their collaboration to fund and otherwise facilitate programs to provide services to individuals and families experiencing homelessness.
- G. Through this Agreement, the Parties describe their process for creating and supporting a Homelessness Response System (HRS) for collaboratively tackling the community’s most

challenging issues related to homelessness, and their commitment to leveraging strategic recommendations to inform and align priorities, goals, investments, and measurable outcomes to track progress.

- H. By December 31, 2024, the County must put forward for approval by the Multnomah County Board of Commissioners (BCC) an ordinance to change the JOHS name in a manner that removes the word “Joint” from the name. If the BCC approves the name change, the County must change the name within one year after BCC approval.
- I. As more specifically set forth below, the Agreement sets forth the Parties’ understandings and agreements regarding coordinating their development and delivery of services supporting and otherwise geared to individuals experiencing homelessness and substance abuse and mental health issues.

NOW, THEREFORE, the Parties agree as follows:

The Agreement includes the following exhibits and attachments, which are incorporated into this Agreement by reference.

EXHIBIT 1	Goals and Measurable Outcomes
EXHIBIT 2	FY 2024-25 City Funding Uses by JOHS
EXHIBIT 3	Additional Program Funding Order Form
EXHIBIT 4	Contact Information for Notices
EXHIBIT 5	Program Transfers
EXHIBIT 6	Responsibilities Upon Termination
ADDENDUM A	HRS Glossary
ADDENDUM B	Homelessness Response Action Plan

AGREEMENT

1. DEFINITIONS.

1.1. “Additional Program Funding Orders,” as memorialized on the form provided on **Exhibit 3**, set forth the Parties’ agreement to make additional Program Funding commitments under the Agreement, including, as appropriate, the KPIs, measurable goals, and outcomes that apply to the additional Program Funding commitment.

1.2. “Administrative Costs” means direct and indirect costs of goods and services associated with executive-level functions that benefit a Party’s Program delivery. Administrative Costs include, but are not limited to:

1.2.1. Senior management personnel salaries and benefits;

- 1.2.2. Administrative staff travel costs;
 - 1.2.3. General services such as human resources, accounting, budget development, procurement, marketing, agency audit, and agency insurance;
 - 1.2.4. General facilities costs (including those associated with executive positions), such as rent, depreciation expenses, and operation and maintenance;
 - 1.2.5. Equipment rental/purchase, insurance, utilities, and information technology costs that are not program specific but relate to Program administration as a whole; and
 - 1.2.6. Any other costs not specifically attributed to a particular Program or Program delivery.
- 1.3. “Adopted Budget” means Funding established in a budget approved by a Party’s governing body for a particular Fiscal Year during the Term.
 - 1.4. “Advisory Groups” mean the Steering and Oversight Committee.
 - 1.5. “Annual Program Plan” means the annually-prepared plan detailing a Party’s plans for Programming in a designated Fiscal Year, as set forth in **Section 5.3**.
 - 1.6. “Annual Program Report” means the annually-prepared report describing how a Party spent Funding in the previous Fiscal Year and how those expenditures contributed to outcomes as defined by KPIs set by the SOC, as set forth in **Section 6.2**.
 - 1.7. “Annual Spending Plan” means the annually-prepared spending plan detailing a Party’s plans for spending Program Funding for a designated Fiscal Year, as set forth in **Section 5.2**.
 - 1.8. “Carryover” means Funding that remains available at the close of a Party’s Fiscal Year.
 - 1.9. “Community Advisory Subcommittee” (CAS) means the committee that reviews and recommends Program strategies, plans, and outcomes; and identifies emerging community needs and opportunities.
 - 1.9.1. “CAS Charter” means the document that sets forth the CAS’ objectives, authority, and processes.
 - 1.10. “Effective Date” means July 1, 2024.
 - 1.11. “Funding” refers generally to funding received by a Party from the other Party to fund Programming under the Agreement, including any of the below funding types.
 - 1.11.1. “Additional Funding” means the additional Program funding transferred by one Party to the other under **Section 3.3**.
 - 1.11.2. “State and Federal Funding” means the grants and other funding received from the state of Oregon or federal government that supports Programming.
 - 1.12. “Fiscal Year” (FY) means the twelve-month period beginning July 1 and continuing through June 30.

- 1.13. “Homelessness Response Action Plan” (HRAP) means the written plan developed by the Parties for implementing the Homelessness Response System. The HRAP lays out goals, action items and timeframes for the community’s response to homelessness, with a focus on providing more people with safer options off our streets through an expanded range of partnerships that includes not only homeless services providers but first responders and healthcare and criminal justice organizations, too. The HRAP also emphasizes work to address racial disparities in homelessness and it commits to providing clear and expanded access to the range of services someone needs to leave homelessness or never have to experience it in the first place.
- 1.14. “Implementation Subcommittee” means the subcommittee that drives and directs the implementation of goals, strategies, and outcomes approved by the SOC; drafts investment plan for the SOC; operationalizes the strategies and KPIs; monitors progress towards goals and practice continuous quality improvement; and oversees and manages the data dashboards created under the Agreement.
- 1.14.1. “Implementation Subcommittee Charter” means the document that sets forth the Implementation Subcommittee’s objectives, authority, and processes.
- 1.15. “Inflation Factor” means a rate of inflation based on the percentage increase in the West-Size A Consumer Price Index for Urban Wage Earners and Clerical Workers Index (CPI-W), or any successor index, for the second half of the most recently completed calendar year compared to the second half of the calendar year before, with a three percent floor.
- 1.16. “Joint Session” means a joint *“Meeting,”* as that term is defined in ORS 192.610(7), of the Portland City Council and the Multnomah County Board of Commissioners.
- 1.17. “Key Performance Indicators” (KPIs) are measurable and quantifiable metrics used by the Parties to track progress towards specific Program goals or objectives.
- 1.18. “Metro” means Metro Regional Government, a municipal corporation of the state of Oregon.
- 1.19. “Programming” means programming for supporting individuals struggling with housing insecurity, substance abuse, or mental health issues, that is directly or indirectly (e.g., through one or more Service Providers) provided by a Party, and paid-for with Funding.
- 1.20. “Quarterly Progress Report” means the report prepared by each Party and presented to the other Party on a quarterly basis, as set forth in **Section 6.3**.
- 1.21. “Reconciliation Submittals” are reconciliation statements provided by each Party to the other under the Agreement and in the form provided on **Exhibit 2**.
- 1.22. “Records” means information prepared, owned, used, or retained by a Party, and pertaining to their respective operations and business related to the Agreement that is inscribed on a tangible medium (commonly a document), or that is stored in an electronic or other medium and is retrievable in perceivable form.

- 1.23. “Revised Budget” means Funding changes to an Adopted Budget that are approved by a Party’s governing body for a particular Fiscal Year during the Term.
- 1.24. “Service Providers” are third-party organizations, including the other Party, with which a Party contracts and to whom a Party pays Funding to provide Programming.
- 1.25. “Steering and Oversight Committee” (SOC) means the committee that sets strategy and KPIs; monitors progress and performance towards goals; ensures alignment of jurisdictional investments towards strategies and performance; adjusts annual goals at the completion of each Fiscal Year and assess strategies based on performance; and reviews audits of the various components of the HRS.
 - 1.25.1. “SOC Charter” means the document that sets forth the SOC’s objectives, authority, and processes.
- 1.26. “Supportive Housing Services” (SHS) means service programs providing homeless prevention, support services and rent assistance that stabilize people experiencing homelessness and housing instability, and funded by SHS Funds.
 - 1.26.1. “SHS Funds” 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 on May 19, 2020, in Ballot Measure 26-210, to fund Supportive Housing Services.
2. EFFECTIVE DATE, TERM, EXTENSION, TERMINATION. The Agreement is effective as of the Effective Date and continues through June 30, 2027 (“Term”). The Parties may by mutual agreement extend the term of this Agreement beyond June 30, 2027.
 - 2.1. TERMINATION. The Agreement will terminate on June 30, 2027, unless extended as described in **Section 2**. The Parties may jointly, or separately, terminate this Agreement if they determine that such action is in the public interest. In the event of a termination by one Party, the terminating Party must give the other Party written notice at least 90 days in advance of a termination date. If this Agreement is terminated, the Parties will collaboratively develop a plan for an orderly wind-down of the Programs and Funding. Unless otherwise agreed between the Parties, and as applicable, each Party must deliver to the other within 60 days of the termination date all unobligated Program funds, required reports, and financial data.
 - 2.2. WIND-DOWN. The Parties expressly acknowledge and agree that after a termination of the Agreement, including termination after expiration of the Term, some Programs will continue to operate and require ongoing Funding. As a result, the Parties agree to the following wind-down process following termination of the Agreement:
 - 2.2.1. PROCESS. The Parties will collaboratively develop a plan for an orderly wind-down of their partnership under the Agreement with the goal of mitigating the impact that Agreement termination could have on the individuals served by Programs and on the Services Providers reliant on Program Funding. Each Party shall bear its respective costs associated with wind-down planning and each will work cooperatively with the other Party in the coordination of efforts. However, the Parties agree to reimburse the other Party for allowable expenses incurred prior to

the termination of this Agreement, the performance of which was required prior to the date of termination, and which shall survive termination of this Agreement. To that end, the planning will identify and address any ongoing Program reserve needs (such as for contractual, project-based rent assistance requirements), return of unobligated funds, personnel, capital equipment, workload and any other issues related to winding-down the collaboration under the Agreement. Upon termination, the County will return any and all operations it performs at the shelters listed in **Exhibit 6** to the City at the level of operations existing in FY 2024-25, unless otherwise mutually agreed. Nothing in this provision obligates either Party to continue any operation beyond the end of the Fiscal Year in which Agreement termination occurs.

2.2.2. REASONABLE EFFORTS TO AVOID PROGRAM DISRUPTION. If the Agreement terminates, regardless of the reason, the Parties will make reasonable efforts to prevent undue harm to the Regional homeless services systems, structures, and to those receiving Funding at the time of the termination. The Parties will make reasonable efforts to ensure that such County obligations are met in the event the Agreement is terminated.

2.3. SURVIVAL. All provisions that by their nature should survive the expiration or earlier termination of this Agreement shall so survive. A Party's ability to spend down Program Funding will survive termination where: (a) the Party committed to spend the funds under a contract signed prior to termination; (b) the contract's Funding-related performances extend beyond Agreement termination; and (c) the Party has budgeted to meet the payment requirement(s) with Funding.

3. HRS CREATION AND FUNDING COMMITMENTS.

3.1. CREATION OF HOMELESSNESS RESPONSE SYSTEM. Through this Agreement, the Parties agree to create the Homelessness Response System (HRS) to work together to tackle the community's most challenging issues related to homelessness, with a focus on unsheltered homelessness, health and recovery, supportive and affordable housing, and crisis response. Through the HRS, the Parties commit to:

3.1.1. Collaborate on the selection of the HRS director, who will be appointed by the County;

3.1.2. Establishing and engaging in joint goal making, strategy formation and oversight over the larger system of care;

3.1.3. Leveraging strategic recommendations to inform and align priorities, goals, investments, and measurable outcomes to track progress; and

3.1.4. Coordinating to implement Programming through JOHS, as set forth in **Exhibit 5**.

As provided in **Section 7**, the HRS will be overseen by the SOC, which in turn will receive advice and recommendations from two subcommittees: the Community Advisory Subcommittee and Implementation Subcommittee.

- 3.2. ANNUAL FUNDING COMMITMENTS. Neither Party's annual level of Funding support for Programming during the Term will fall below their FY 2024-25 budgeted amount, adjusted for inflation and excluding Federal Funds and SHS Funds, for programming supporting individuals struggling with housing insecurity, substance abuse, or mental health issues. The Parties agree to reevaluate and adjust the Funding commitments in this **Section 3.2** in the event of a decrease in Funding availability due to decreased tax revenue forecast or a drop in State and Federal Funding.
- 3.3. VOLUNTARY FUNDING INCREASES, TRANSFERS. That Parties may agree to additional Program Funding above their respective Adopted Budgets amounts and/or to Funding transfers between the Parties. Such voluntary increases will be documented on one or more Additional Program Funding Orders and in the following quarter's Reconciliation Submittal. Such Additional Program Funding Orders do not require amendment of the Agreement.
- 3.4. CITY PROGRAMMING TRANSFERS. The Parties agree that in order to continue Programming launched and funded by the City before the Effective Date, the County will propose in FY 2025-26 the transfer of operational responsibility beginning on July 1, 2025, for the City Programs identified in **Exhibit 5**.
4. FUNDING USES, FINANCIAL TERMS.
- 4.1. USE OF FUNDING FOR PROGRAMS. The Parties intend for Funding to be used to provide a range of services to individuals struggling with housing insecurity, substance use, or behavioral health issues, and to the Service Providers supporting those individuals. To avoid ambiguity, Funding from the City shall be used to support HRAP Programming, with Programming for Adult Shelter, staffing and program costs related to Outreach and Engagement, and Specialized Transitional and Permanent Housing, receiving priority for such Funding.
- 4.2. SUPPORT FOR ADVISORY GROUPS. A portion of each Party's Funding will be annually allocated to pay for Administrative Costs such as for staffing and logistics for the Advisory Groups. The County will include the Administrative Costs for supporting the Advisory Groups in its Annual Spending Plan for each Fiscal Year during the Term.
- 4.3. RECONCILIATION SUBMITTALS. Beginning at the end of the first Fiscal Year quarter after the Effective Date, and no later than 45 days after the end of each Fiscal Year quarter, each Party will reflect all Funding transfers received from the other hereunder on a quarterly Reconciliation Submittal.
- 4.4. PROGRAM ADMINISTRATIVE COSTS. Each Party may use Funding received from the other under the Agreement to pay for certain Program Administrative Costs. A Party's use of Funding for Administrative Costs in a given Fiscal Year may not exceed its indirect cost rate for federal grant funds in the preceding Fiscal Year. The Parties agree to follow the indirect plans they submit annually to the federal government. Upon agreement by the Parties, a Party may waive the indirect fee or the fee-based cap. A Party using Funding for Administrative Costs for Programs will support all amounts billed as Administrative Costs by actual costs.

5. PROGRAM AND FUNDING PLANNING, BUDGETING.

5.1. ANNUAL PROGRAM PLAN. Beginning in FY 2024-25, each Party will annually submit an Annual Program Plan to the other and the SOC for their review on or before April 1 for the subsequent Fiscal Year. The Parties will respectively prepare their Annual Program Plans using a template that they jointly create and approve. In lieu of an Annual Program Plan describing implementation plans for the first Fiscal Year of the Term, each Party will provide, as part of its first Quarterly Progress Report, a summary of Program implementation efforts underway and planned for the balance of that Fiscal Year, including any Additional Program Funding Orders signed between the Parties. Each Party will present their respective Annual Program Plan to the Portland City Council and the Multnomah County Board of Commissioners at Joint Session to be held prior to May 1 each Fiscal Year during the Term.

5.2. ANNUAL SPENDING PLAN. As part of its Annual Program Report, each Party must submit to the other and the SOC for review an Annual Spending Plan for the subsequent Fiscal Year. In FY 2024-25, the Parties will present their respective Annual Spending Plans in a form reasonably designed to identify Programs funded under the Agreement for that Fiscal Year. Starting in FY 2025-26, the Parties will before April 1 submit their Annual Spending Plans using a template they jointly create and approve. If the Annual Spending Plan is amended by a Party's governing body, that Party must submit to the other Party and the SOC the amended Annual Spending Plan within 60 days of the governing body's approval. Each Party agrees to provide Funding for Programs as described in their Annual Spending Plans; provided, however, if Programming is funded with funds from the other Party, then the Party receiving such funds is only obligated to provide Funding for Programs in the amounts actually received from the other Party. Each Party will present their respective Annual Spending Plan to the Portland City Council and the Multnomah County Board of Commissioners at Joint Session to be held prior to May 1 each Fiscal Year during the Term.

5.2.1. ANTICIPATED ADMINISTRATIVE COSTS. Beginning in FY 2025-26, and annually thereafter during the Term, each Party will prepare a written statement detailing its anticipated Administration Costs, including for supporting Advisory Groups, for the next Fiscal Year and will present this report to the Implementation Subcommittee. The Implementation Subcommittee will consider whether the described Administrative Costs could or should be reduced or increased. The Implementation Subcommittee may recommend, as applicable, to the Multnomah County Board of Commissioners or Portland City Council how they can best limit their Administrative Costs in the following Fiscal Year.

5.3. FISCAL YEAR FUNDING CARRYOVERS. At the end of each Fiscal Year during the Term, each Party may request to Carryover any unspent Funding received from the other Party during that Fiscal Year. Such requests must be received in writing to the contact set forth in **Section 10.3** in time for inclusion in that Party's required budget submission. A Carryover request is deemed approved unless the other Party in writing to the contact identified in **Section 10.3** denies the requests. All Carryover Funding

remains subject to the terms of the Agreement and must be reflected in a Reconciliation Submittal provided to the other Party by September 30 of the following Fiscal Year.

5.4. SERVICES, PROGRAMMING EXPANSION. The Parties acknowledge that by partnering in the HRS under the Agreement the Parties will create interdependencies between their respective Programming and homeless-response services offered outside the HRS, as well as contraction and expansion of such Programming and services. Changes to such Programming and services may impact Programming and services provided by the other Party. Generally, new or changed programs should be coordinated with HRS, but to ensure the Parties' alignment on Programming and homeless-response services, each Party will include in their respective reports detailed at **Section 6.3** notice of and information regarding changes to Programming and homeless-response services offered outside the HRS.

5.5. OBLIGATIONS OF THE PARTIES.

5.5.1. DUTY TO RESPOND. Each Party agrees to respond to relevant written questions, recommendations, or requests received in writing from the chairperson of an Advisory Groups that is clearly related to the group's responsibilities as set forth in the Agreement and their charters. The Parties will submit written responses to the chairperson of the Advisory Group or to each other within 30 days.

5.5.2. PERIODIC REVIEW OF AGREEMENT. The Parties agree to convene to review this Agreement periodically. Beginning on July 1, 2025, either Party may request that the Parties meet to consider amendments to this Agreement. If a request to consider amendments is made, the Parties agree to convene and, in a timely manner, assign adequate staff resources, establish a schedule for negotiations and participate in the negotiations in good faith.

5.5.3. CONSISTENCY BETWEEN BUDGETING, FUNDING. Each Party agrees to use Funding for Programs substantially as described in their respective and relevant Annual Spending Plans. Each Party may reallocate such Funding across budgeted Programs as needed to achieve KPIs and Program goals identified by the SOC, provided that the reallocation does not materially and adversely affect performance of their Annual Program Plan. In such an event, the Party must report on, and justify, any material reallocations of Program Funding in its next Quarterly Report.

5.5.4. PAYMENT TRANSFERS. Annually, the Parties agree to transfer 100% of the Fiscal Year's Adopted Budget Funding that are general funds to the recipients on or before August 31 of the Fiscal Year. In the event that additional services are requested that were not part of the Adopted Budget the Parties will agree to address these payments through one or more additional Funding transfers. The timing for Budgeted Funding transfers applies only to general fund Funding and does not apply to transfers of State and Federal Funding.

5.5.5. CITY FUNDING. For the Programming in **Exhibit 2**, the City's Funding commitment (i.e., the Funding to be paid to the County) during the Term is

\$25,186,923 for FY 2024-25 and, beginning in FY 2025-26, is \$31,186,923 each Fiscal Year thereafter (during the Term) plus an annual Inflation Factor cost increase.

6. RECORDKEEPING, DATA AND REPORTING.

6.1. PARTIES' RECORDKEEPING, CONTROLS. Each Party must:

- 6.1.1. maintain Records of payments made and funds received under this Agreement;
- 6.1.2. develop an annual summary of their use of Funding, provide that summary to the other Party, the SOC, and make that summary available for review by the County Auditor and the City Auditor, as well as by any public accounting or auditing firms retained by a Party;
- 6.1.3. exercise the rights and powers vested in it by this Agreement and use the same degree of care and skill as a prudent person would exercise or use under the circumstances; and
- 6.1.4. ensure that any Funding held for more than one Fiscal Year is retained in accordance with state finance law and administered according to its investment policy. All proceeds of such investments will be added to Program Funding and otherwise must be spent on Programs or Administrative Costs, as appropriate.

6.2. SERVICE PROVIDER DATA IN HOMELESS MANAGEMENT INFORMATION SYSTEM.

The Parties will require Service Providers to record participant-level data in the Homeless Management Information System (HMIS) maintained for the County CoC (OR-501) for services provided and Program(s) served. The County agrees to provide the City with a login for read-only access to HMIS.

6.3. ANNUAL PROGRAM REPORT. Annually during the Term, each Party will prepare an Annual Program Report for the previous Fiscal Year. No later than October 31 each year, each Party will provide to the other a copy of its Annual Program Report and provide a copy to the CAS, Implementation Subcommittee, and the Parties' elected leaders. Each Party's report will describe how it spent Funding in the previous Fiscal Year and how those expenditures contributed to outcomes as defined by KPIs set by the SOC. The Parties will prepare their Annual Program Reports using a template that they jointly create and approve, which will include the following:

- 6.3.1. Their Annual Program Plan for the given Fiscal Year;
- 6.3.2. Their Annual Spending Plan for the given Fiscal Year;
- 6.3.3. Reporting on all outcomes set forth in **Exhibit 1**.
- 6.3.4. A summary of Program investments over the Fiscal Year (if not identified in the Annual Spending Plan), including a list of Programs and Service Providers receiving Funding;
- 6.3.5. An analysis of how Program investments have contributed to the values and goals set forth in **Exhibit 1**; and

- 6.3.6. Any strategies to adjust or augment programming to improve performance and outcomes in future years. Parties will work to identify, adopt and develop a proven continuous quality improvement framework to help deliver improved operational performance and system transformation.
- 6.4. QUARTERLY PROGRESS REPORT. Beginning at the end of the first Fiscal Year quarter after the Effective Date, and no later than 45 days after the end of each Fiscal Year quarter, each Party will prepare a Quarterly Progress Report and provide that report to the SOC and the other Party. The Parties will prepare the Quarterly Report using a template they jointly create and approve that will include information on progress toward established KPIs, a copy of the Annual Spending Plan, an updated list of Programs and Service Providers receiving Funding in the reported quarter, copies of Reconciliation Submittals exchanged in the reported quarter, and any material changes in programming or strategy from those set out in the Annual Program Plan. For reports created before the template is available, the information to be included in the reports will be as agreed to by the Parties.
- 6.5. DATA REPORTING SYSTEM. The Parties will establish a Program data collection and reporting system capable of providing the following:
- 6.5.1. BY-NAME LIST OF SERVICE RECIPIENTS. The Parties will develop and maintain a list of the names provided by individuals receiving services under the Agreement through a Program, from a Service Provider, or from a Party.
- 6.5.2. SHELTER BED AVAILABILITY TOOL. The Parties will work together to develop a tool to track available shelter access and appropriate placement spots available.
- 6.5.3. PUBLIC BUDGET DASHBOARD. The Parties will develop and maintain a publicly-accessible dashboard showing their respective Program investments by Fiscal Year, revenue sources for related Funding, and Administrative Programs.
- 6.5.4. PERFORMANCE DASHBOARD. The Parties will develop and maintain a publicly accessible dashboard showing quarterly updates and progress toward the outcomes identified in this Agreement and outlined in the established Quarterly Progress Report.
7. HOMELESS RESPONSE SYSTEM GOVERNANCE.
- 7.1. STEERING AND OVERSIGHT COMMITTEE. The HRS will be overseen by the Steering and Oversight Committee (SOC), which in turn will evaluate progress reports from the Parties including reports generated from two sub-committees: the Community Advisory Subcommittee (CAS) and the Implementation Subcommittee. The SOC's key responsibilities are to: set strategy for Program development; explore and identify KPIs for evaluating Program effectiveness; monitor Program progress and performance towards goals and measurable outcomes set forth in **Exhibit 1**; ensure alignment of the Parties' Program investments towards strategies and performance; set annual goals based on presented Annual Program Plans; at the completion of each Fiscal Year during the Term, assess strategies and performance based on presented Annual Program

Reports; and review audits of the various components of the HRS and make recommendations to the City Administrator and the County Chief Operating Officer.

7.1.1. MEMBERSHIP. The SOC is composed of five voting members – the County Chair, the City Mayor, one County Commissioner, one member of City Council, and an east Multnomah County city ~~elected Mayor~~. The SOC will also include 5 non-voting members: one business sector representative (nominated by any business chamber of commerce located in Multnomah County), one behavioral health expert not a current provider with the Parties (nominated by the County), a SHS taxpayer (who is a non-Portland resident), the CEO of Health Share Oregon, and the CEO of Home Forward. ~~— and not more than four non-voting members.~~ The County Chair will serve as the chairperson of the SOC. The City Mayor will select the member from City Council and the County Chair will appoint the member from the County Commission. The Parties will jointly approve the business sector representative, behavioral health expert and SHS taxpayer.

7.1.2. MEETINGS. The SOC will convene in a manner that is consistent with the SOC Charter and as frequently as needed to meet its obligations under the Agreement. Provided, however, the SOC will meet at least every other month, and as agreed between the Parties. The SOC Chairperson will provide notice to the SOC members and the Parties' contacts set forth in **Section 10.3** at least five business days in advance of a meeting. Meetings may be held in person or by means of telephonic or electronic communications. Each September/October, the County Chair and the City Mayor will jointly convene the SOC, the Implementation Subcommittee, and the CAS together for a meeting. For the inaugural meeting in Fiscal Year 2024-25, the County Chair and City Mayor will convene the SOC, Implementation Subcommittee, and CAS to the extent such groups have been established. The purpose of the meeting will be to review performance against established goals, benchmarks and measurable outcomes contained in this Agreement. Further, the meeting attendees shall engage in discussion about why benchmarks and outcome measures were met, exceeded or not met. The conclusions from that discussion will be the basis for the summit attendees to make recommendations.

7.2. IMPLEMENTATION SUBCOMMITTEE. A subcommittee of the SOC, the Implementation Subcommittee implements goals, strategies, and outcomes approved by the SOC. The Implementation Subcommittee's key responsibilities are to: operationalize the Parties' Program implementation and coordination strategies, including to meet KPIs identified by the SOC; monitor progress towards set measurable goals and outcomes described in **Exhibit 1** and practice continuous quality improvement; and review the Parties' compliance with and offer recommendations to the City Administrator and the County Chief Operating Officer regarding the data reporting system described in **Section 6.5**.

7.2.1. MEMBERSHIP. The Implementation Subcommittee is a subcommittee of the SOC with up to 20 members, which may include but is not limited to, the following individuals or members from the following organizations:

- a. the City Administrator;
- b. the County Chief Operating Officer (COO);
- c. the JOHS Director;
- d. the Portland Housing Bureau Director;
- e. the County Department of Community Justice Director;
- f. the Department of County Health Services Director;
- g. the County Behavioral Health Division Director;
- h. the Multnomah County Health Department Director;
- i. the Portland Public Safety Deputy City Administrator;
- j. the Portland Solutions Director;
- k. one member from a Coordinated Care Organization;
- l. one member from state government;
- m. one member from Metro Housing Staff; and
- n. one member from Home Forward.

The County COO will serve as chairperson of the Implementation Subcommittee. The County will work cooperatively with the City to select the Implementation Subcommittee members.

7.2.2. MEETINGS. The Implementation Subcommittee will convene in a manner that is consistent with the Implementation Subcommittee Charter and as frequently as needed to meet its obligations under the Agreement. Provided, however, the Implementation Subcommittee will meet at least monthly and as agreed between the Parties. The Implementation Subcommittee Chairperson will provide notice to the Implementation Subcommittee members and the Parties' contacts set forth in **Section 10.3** at least five business days in advance of a meeting. Meetings may be held in person or by means of telephonic or electronic communications.

7.2.3. REPORTING. Annually, the Implementation Subcommittee will use the quarterly reports prepared the previous Fiscal Year to draft an assessment of the current Fiscal Year's investments and progress on the **Exhibit 1** outcomes. This assessment will be presented to the City Administrator and the County Chief Operating Officer no later than November 30 each Fiscal Year. This assessment will provide the Parties with the opportunity to evaluate the current Fiscal Year investments and make recommendations for investments in the upcoming Fiscal Year.

7.3. COMMUNITY ADVISORY SUBCOMMITTEE. A subcommittee of the SOC, the CAS reviews and recommends to the City Administrator and the County Chief Operating Officer Program tactics, plans, and desired outcomes. Through their review and recommendations, the CAS will identify emerging community needs and opportunities and report in writing on those needs and opportunities to the Parties.

- 7.3.1. MEMBERSHIP. The CAS is an up to 16-member subcommittee of the SOC which may include but is not limited to those with lived experience and representatives from business, labor, Service Providers, philanthropy, crisis response, first responders, affordable housing, street outreach/navigation, and health and recovery organizations. The County will work cooperatively with the City to select the CAS members.
- 7.3.2. MEETINGS. The CAS will convene in a manner that is consistent with the CAS Charter and as frequently as needed to meet its obligations under the Agreement. Provided, however, the CAS will meet at least every other month and as agreed between the Parties. The CAS Chairperson will provide notice to the CAS members and the Parties' contacts set forth in **Section 10.3** at least five business days in advance of a meeting. Meetings may be held in person or by means of telephonic or electronic communications.
- 7.3.3. REPORTING. The CAS will report to the City Administrator and the County Chief Operating Officer.
- 7.4. PERIODIC REVIEW. Not more than annually, the Parties may conduct a review of the Advisory Groups' roles and their effectiveness, as appropriate. If after their review they conclude, in good faith, that revisions to an Advisory Group, including to any of their charters, are necessary then they will provide the County Chair and City Mayor with written findings detailing the issues they believe warrant changes to one of more of the Advisory Groups, and a description of the proposed change(s).
8. RISK-SHARING.
- 8.1. 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.
- 8.2. INDEMNIFICATION BY THE PARTIES OF EACH OTHER.
- 8.2.1. COUNTY. Subject to the limits of the Oregon Tort Claims Act (OTCA) and the Oregon Constitution, the County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the County, its officers, agents, and employees, or any of them relating to or arising from the County's performances under the Agreement. In the event that any suit based upon such a Third-Party Claim is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered 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.

8.2.2. CITY. Subject to the limits of the OTCA and the Oregon Constitution, the City shall indemnify and hold harmless County and its officers, agents, and employees, or any of them from any and all liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the City, its officers, agents, and employees, or any of them relating to or arising from the City's performances under the Agreement. In the event that any suit based upon such a Third-Party Claim is brought against the County, the City shall defend the same at its sole cost and expense; provided that County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, 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 City shall satisfy the same.

8.3. INDEMNIFICATION BY THE PARTIES OF METRO. Subject to the limits of the OTCA and the Oregon Constitution, and to the extent any Programs receive SHS Funds under this Agreement, the Parties shall indemnify and hold harmless Metro and its officers, agents, and employees, or any of them from any and all liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the Parties, their officers, agents, and employees, or any of them relating to or arising from their performances under the Agreement for the use of those SHS Funds. In the event that any suit based upon a Third-Party Claim is brought against Metro, the Parties shall defend the same at their sole cost and expense; provided that Metro reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against Metro, and its officers, agents, and employees, or any of them, or jointly against Metro and the Parties and their respective officers, agents, and employees, or any of them, the Parties shall satisfy the same.

9. DISPUTES, REMEDIES.

9.1. DISPUTE RESOLUTION. In the event a dispute arises between the Parties regarding this Agreement, including where a Party determines that the other is not complying with the Agreement, the Parties will use the following process to attempt to resolve the dispute.

9.1.1. A Party will provide the other with written notice of the dispute. The notice will describe the dispute, or if the notice arises from non-compliance with the Agreement, describe evidence of non-compliance and the steps the Party believes are needed to restore compliance with the Agreement. Unless otherwise provided for in the Agreement, the Party receiving notice will have 30 days from the date it receives the notice to restore compliance with the Agreement. If the non-compliance issue is of such a nature that it cannot reasonably be cured within 30 days, the Party on notice of its non-compliance will have such additional time as

required to restore its compliance with the applicable terms of the Agreement, as long as it is acting in a reasonable manner and in good faith.

- 9.1.2. If the non-compliant Party does not reasonably correct the non-compliance concern or if the dispute is not otherwise resolved between the Parties within the time allowed, the Parties will attempt to settle the issue through good faith negotiation. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement.
- 9.1.3. If the Parties are unable to resolve the issue through such negotiation, or such negotiations have not resolved the dispute or non-compliance concern within 30 days from the date a Party first issues written notice as provided in **Section 9.1.1** and the Parties have not agreed to an extension of time to negotiate, the Parties will submit the issue to the SOC, City Mayor, and the County Chair ("HRS Leaders"). The HRS Leaders will attempt to resolve the dispute or non-compliance concern on terms acceptable to both Parties.
- 9.1.4. If the HRS Leaders are unable to resolve the dispute or non-compliance concern within 30 days of their first meeting regarding the issue, and the Parties have not agreed to an extension of time for the HRS Leaders to resolve the dispute, the Parties will then attempt in good faith to resolve the issue by facilitated mediation. The Parties agree to attend at least four hours of mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The Parties agree to schedule the mediation within 60 days of written notice from the HRS Leaders that it is unable to resolve the dispute or non-compliance concern.
- 9.1.5. The Parties will attempt to use the services of a mutually agreed upon mediator, with a preference for a mediator with experience in mediating disputes between local governments. If the Parties cannot mutually agree on a mediator within 14 business days of having submitted a possible mediator candidate, or the mediation is unsuccessful, either party may proceed to arbitration or litigation.
- 9.1.6. Each Party is responsible for its own dispute-related costs. The Parties will each pay for half of any mutually retained mediator or arbitrator's services and costs.
- 9.1.7. Nothing prevents a Party from resorting to a court of competent jurisdiction in those instances where injunctive relief may be appropriate; or, if the Parties agree, seek arbitration to resolve the dispute or non-compliance concern. Any dispute submitted for arbitration will be settled in accordance with the commercial arbitration rules of the Arbitration Services of Portland, Inc., then in effect, and judgment on the award may be entered in any court having jurisdiction.
- 9.2. **REMEDIES.** Subject to the dispute resolution process set forth in **Section 9.1** and the limits of the OTCA and the Oregon Constitution, if a Party reasonably believes that the other Party: (a) has failed to comply timely with any material obligation under this Agreement, or (b) is not spending Funding received from the other Party according to the terms of this Agreement, then the aggrieved Party may exercise any remedy

available to it under this Agreement or applicable law, including but not limited to injunctive relief and termination of the Agreement.

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. The City Auditor's Office and the County Auditor's Office, directly or through contractors, may conduct financial and performance audits, investigate, and/or review the billings and services specified in this Agreement at any time during the Term. Audits will be conducted in accordance with generally accepted auditing standards as promulgated by the U.S. Government Accountability Office. Investigations will be conducted in accordance with City Code Chapter 3.77 or applicable County laws. The City Auditor's Office and County Auditor's Office will have access to all records, materials, personnel, and property needed to conduct audits, investigations and reviews.

The Parties acknowledge that they are each subject to the Oregon Public Records Law (OPRL) and federal law. Third persons may claim that any confidential information exchanged by the Parties may be, by virtue of its possession by the other Party, a public record and subject to disclosure pursuant to the OPRL. The Parties commitment to maintain certain information as confidential under this Agreement is subject to the constraints of Oregon and federal laws. Within the limits and discretion allowed by those laws, the Parties will maintain the confidentiality of any such information. If a Party receives an OPRL request for a document created by the other Party, each Party agrees to confer with the other before disclosing the document so that the originating Party may assert any exemptions or conduct any redaction permissible under Oregon and federal laws.

- 10.3. 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 **Exhibit 4**.

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.

- 10.4. MEDIA RELEASES, PUBLIC ACKNOWLEDGMENT. The Parties acknowledge the value in coordinating public communications about the HRS, Funding, and the use of SHS Funds (as applicable) and will make good faith 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 Locations. The Parties will use good faith 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, the HRS, and Metro and the SHS program (to the extent Funding includes SHS Funds) in any publications, media presentations, or other presentations relating to or describing the HRS, Programs, or Funding, including and as applicable by providing a speaking opportunity for the elected official(s) for the district in which a Party-organized event occurs.
- 10.5. SUCCESSORS; NO ASSIGNMENT, THIRD-PARTY BENEFICIARIES. This Agreement binds each Party, its successors, assigns and legal representatives. 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. 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 implement 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.

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HOMELESSNESS RESPONSE SYSTEM INTERGOVERNMENTAL AGREEMENT
Signatures

The City of Portland

Approved as to form

Ted Wheeler, Mayor

Date: _____

Robert Taylor, City Attorney

Date: _____

Multnomah County

Approved as to form

Jessica Vega Pederson, Chair

Date: _____

Jenny Madkour, County Attorney

Date: _____

EXHIBIT 1
Goals and Measurable Outcomes

The Parties agree they will leverage their individual and collective resources to make progress on goals and outcomes detailed in the Homelessness Response Action Plan.

Homelessness Response Action Plan (HRAP) Outcomes:

- Informed by the latest data from the Homeless Management Information System (HMIS) database, adopt clear, achievable goals with measurable outcomes, including goals and outcome measures addressing a coordinated shelter strategy.
- Identify a baseline number of people experiencing unsheltered homelessness as of January 2024. (Completed as of January 2024 there were 5,398 people experiencing unsheltered homelessness in Multnomah County.)
- Shelter or place in housing 2,699 unsheltered people (the number of people equivalent to 50% of the unsheltered people on the by-name list) by December 31, 2025.
- Reduce unsheltered homelessness for priority populations listed below at a rate equal to or greater than that population's proportion of the overall population in the baseline number:
 - Black, African American or African
 - Native Hawaiian or other Pacific Islander
 - American Indian, Alaskan Native, or Indigenous
 - Latina/Latino/Latinx/Latine
 - Asian, Asian American
 - Adults over the age of 55
 - LGBTQIA2S+
- Increase exits from adult shelter to permanent housing by 15% by December 31, 2025.
- Ensure 75% of people housed in permanent supportive housing retain their housing 24 months after placement.

EXHIBIT 2
FY 2024-25 City Funding Uses by JOHS

In FY 2024-25 only, the City will allocate \$25,186,923 of ongoing funding to JOHS. Additionally, JOHS will use \$6,000,000 in FY 2023-24 carryover (One-Time-Only) from the City, bringing the total funding to \$31,186,923. Below are the uses of Funding that JOHS plans to submit to the City of Portland Housing Bureau for FY 2024-25.

Program Offer	City FY 2025 Total
Safety Off the Streets - Adult Emergency Shelter in the City of Portland	\$20,334,933
Safety On the Streets - Outreach and Engagement in the City of Portland	\$6,505,925
Specialized Transitional and Permanent Housing in the City of Portland ¹	\$4,346,065
Total	\$31,186,923

Details on Program Offers

Safety off the Streets - Adult Emergency Shelter in the City of Portland			
Description	Amount	Units	Notes
Adult Winter Shelter Strategy	\$1,330,200		Between the Adult Winter Strategy (this line) and the Imago Dei/BCC (below) approx/up to 400 winter/severe weather emergency beds
Severe Weather Emergency Shelter: Assumes 20 Days (Imago Dei/Bud Clark Commons - 125 Beds each)	\$151,215		
Winter Shelter & Severe Weather	\$107,360		
B537 Market Street Shelter (110) Operations	\$4,401,401	110	
Beacon Village Operations	\$570,510	10	
Kenton Women's Village (15) Site Management	\$244,365	15	
Winter Recuperative Care Program (RCP)	\$59,390		9 served with stable housing and support services

¹ Includes \$2,313,661 Service Coordination Team funding and \$263,441 Recreational Cannabis Tax funding

Safety off the Streets - Adult Emergency Shelter in the City of Portland (cont'd)			
Description	Amount	Units	Notes
Arbor Lodge (106) Operations	\$2,585,001	106	
B532 Rosewood/Rodeway Shelter (120) Operations	\$3,770,255	120	
St. John Village (19) Operations	\$454,315	19	
Trans Specific Shelter Services	\$283,865		20 households with transgender and nonbinary people experiencing homelessness. This represents the City's commitment between the City and County to fund a partnership among JOIN and Black and Beyond the Binary Collective to address housing instability in the transgender community.
B540 Laurelwood Center - 27% of the total Operations	\$597,165	32	The other 88 units are funded with SHAP, CGF and MSHS
Clark Center Men's Shelter (90) Operations	\$1,150,530	90	
Doreen's Place Men's Shelter (90) - Bud Clark Commons	\$1,500,829	90	
Jean's Place Women's Shelter (60) Operations	\$1,316,310	60	
Avalon (12) Operations	\$388,150	12	
Parkrose Community Village (12) Operations	\$397,730	12	
		676	Year-round shelter bed
JOHS Personnel	\$714,275	4.50	FTE
JOHS Admin	\$312,066		
Total	\$20,334,933		

Safety on the Streets - Outreach and Engagement in the City of Portland			
Description	Amount	Units	Notes
Intensive Street Engagement Program (ISEP) <u>Supportive Housing</u>	\$489,560	20	households retained in permanent housing
Mental Health Street Outreach Team/Intensive Street Engagement Program (ISEP) Operations incl rent/client asst	\$1,154,030	53	permanent housing placements
Adult System - Health Connections Emergency Room Discharge Planning	\$254,080	50 20 30	provided temporary shelter placed into permanent housing connected to health service provider
Street Care Team and Medical Care Coordinator	\$410,080	240	unsheltered individuals engaged with health-related services
Adult System - Peer Health Navigators	\$57,995	200	connected to health service provider
Adult System - Ticket Home	\$178,630	300	provided with a one-way ticket home
Bud Clark Commons - Day Center	\$1,786,525	6,000	served with day services
Navigation Team	\$1,710,350	350	unsheltered people served with system navigation
JOHS Personnel	\$323,387	2.25	FTE
JOHS Admin	\$141,288		
Total	\$6,505,925		

Specialized Transitional and Permanent Housing in the City of Portland			
Description	Amount	Units	Notes
Alcohol & Drug Free Community Housing (ADFC)	\$488,570	90	90 permanent housing placements,
Employment Recovery Program (ERP)	\$269,485	120	120 enrolled in permanent or transitional housing programs
Service Coordination Team - Housing Rapid Response (HRR)	\$2,525,160	30 15	30 low-barrier transitional housing units, 15 transitions to permanent housing
Bud Clark Commons Rent Assistance - serves 500 people	\$1,062,850	575	575 placed/retained in permanent housing
Total	\$4,346,065		

**EXHIBIT 3
Additional Program Funding Order Form**

Below is the form the Parties will use to memorialize Additional Program Funding Orders, which set forth the Parties' agreement to make additional Program Funding commitments under the Agreement, including, as appropriate, the KPIs, measurable goals, and outcomes that apply to the additional Program Funding commitment.

Budget & Invoice Packet

GENERAL SUPPLIER INFORMATION

01/00/1900 to 01/00/1900

Items/Fields marked with a red astrisk (*) are required on this page to auto populate required data to the Budget Detail and Invoice Tabs.

Prepared by:	<input type="text"/>	Revision Version:	<input type="text"/>
Date Submitted:	<input type="text"/>	Program Approval by:	<input type="text"/>
		Approval Date:	<input type="text"/>

1) Enter Supplier/Billing Information

*Supplier:	<input type="text"/>	*Supplier ID:	<input type="text"/>
*Street Address:	<input type="text"/>	*Purchase Order:	<input type="text"/> ← <i>Enter last</i>
*City, State ZIP:	<input type="text"/>	*Contract Number:	<input type="text"/>
Contact Name:	<input type="text"/>	Agreement Effective:	<input type="text"/>
Contact Person Title:	<input type="text"/>	Agreement Expiration:	<input type="text"/>
Contact Email:	<input type="text"/>		
Contact Phone:	<input type="text"/>		
Authorized Signer:	<input type="text"/>		
Authorized Signer Title:	<input type="text"/>		

2) Budget Detail

Line Number	Description	Budget Amount	Funding Source	Spend Category	Culturally Specific Services
Line 1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	--Select--
Line 2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	--Select--
Line 3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	--Select--
Line 4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	--Select--
Line 5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	--Select--
Line 6	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	--Select--
Line 7	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	--Select--
Line 8	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	--Select--
Line 9	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	--Select--
Line 10	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	--Select--
Total		\$	-		

EXHIBIT 4
Contact Information for Notices

If to the City of Portland:

City of Portland
Mayor's Office
1221 SW 4th Avenue, Suite 340
Portland, Oregon 97204
Email: mayorwheeler@portlandoregon.gov
Phone No.: 503-823-4120

and:

City of Portland
Mayor's Office
1221 SW 4th Avenue, Suite 340
Portland, Oregon 97204
Email: Skyler.Brocker-
Knapp@portlandoregon.gov
Phone No.: 503-823-4120

With copies to:

City of Portland
Office of the City Attorney
1221 SW 4th Avenue, Suite 430

Portland, Oregon 97204
Attn: Robert Taylor
Email: robert.taylor@portlandoregon.gov
Phone No.: 503-823-3089

If to Multnomah County:

Multnomah County
Office of the County Chair
501 S.E. Hawthorne Blvd., Suite 600
Portland, Oregon 97214
Email: mult.chair@multco.us
Phone No.: 503-988-3308

and:

Multnomah County
Finance and Risk Management Division
501 S.E. Hawthorne Blvd., Suite 400
Portland, Oregon 97214
Attn: Chief Financial Officer
Email: eric.j.arellano@multco.us
Phone No.: 503-988-6229

With copies to:

County Attorney
501 S.E. Hawthorne Blvd., Suite 500
Portland, Oregon 97214
Attn: Jenny Madkour
Email: jenny.m.madkour@multco.us
Phone No.: 503-988-3138

EXHIBIT 5
Program Transfers

As set forth in this **Exhibit 5**, the Parties agree that the County will propose in FY 2025-26 the transfer of operational responsibility beginning on July 1, 2025, for the City Programs listed below.

<i>Site Name</i>	<i>Operational Cost FY 2024-25</i>	<i>Operational Cost FY 2025-26</i>	<i>Operational Cost FY 2026-27</i>
<i>(Units)</i>			
Menlo Park <i>(50 sleeping units)</i>	\$3,200,000	\$3,296,000	\$3,395,000
Multnomah Village <i>(100 sleeping units)</i>	\$5,425,000	\$5,588,000	\$5,756,000
Queer Affinity <i>(35 sleeping units; may expand to 60)</i>	\$3,000,000	\$3,530,000	\$3,636,000
Reedway <i>(120 sleeping units)</i>	\$4,850,000	\$4,996,000	\$5,146,000
BIPOC Village <i>(38 sleeping units)</i>	\$2,475,000	\$2,550,000	\$2,626,000
Clinton Triangle <i>(162 sleeping units)</i>	\$8,995,300	\$9,206,000	\$9,483,000

North Portland Road (90 sleeping units, 70 RVs)	\$8,831,400	\$9,089,100	\$9,362,000
Total	\$36,736,700	\$38,255,100	\$39,404,000

Details:

- Funding from the City to the County for FY 2024-25 will be spent as described in **Exhibit 2**.
 - Administrative Costs – for both existing JOHS and City Shelter Services Team - are not included in the table above and will be borne by the County and City, respectively.
 - Costs for Queer Affinity assume an expansion to a total of 60 units by January 2025.
1. **PROGRAMMING AUTHORIZATION.** Within 210 days of the Effective Date, and as needed, the Parties’ respective governing boards shall have ratified by ordinance the transfer of the City Programming set forth in the table above to the County. Failure to obtain ratification will not be fatal if either Party has already begun and is making progress toward ratification; however, the delaying Party must provide notice and progress reports to the non-delaying Party. If it does not appear ratification will be approved by either Party’s governing body, the Party whose governing body does not approve shall provide immediate notice to the other Party.
 2. **PROGRAMMING TRANSITION.** Provided the authorizations required under **Section 1** above are given and any associated contract is approved by the Parties’ respective governing bodies, transition of the City Programming to the County shall occur in stages, as provided in this section. In addition to the below stages, the Parties shall cooperatively develop a plan to facilitate the joint planning process, including referral access, by the Parties. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community.
 - 2.1. Within 30 days of the approvals described above, the Parties will coordinate on ensuring that written notice is provided to all service contract partners providing the City Programming to be transferred about the Programming's transition to the County. Such notice should provide recipients with any new or different contact information for the Programming.
 - 2.2. After the notice described in **Section 2.1** above is provided, the Parties will work on a plan to provide for an orderly transition of responsibilities from the City to the County for the City Programming. The planning method should proceed along the lines of a project management approach to facilitate the joint planning

process by the Parties. The transition plan shall identify and address any personnel, capital equipment, workload and any other issues related to the transition.

- 2.3. The Parties will endeavor to complete the Programming transition within one year of the approvals described above.

EXHIBIT 6
Responsibilities Upon Termination

As provided in **Section 2.2.1**, upon termination of the Agreement, the County will return to the City any and all operations it performs at the shelters. The shelters at which such operations are performed are listed below.

<i>Site Name</i>	<i>Operational Cost FY 2024-25</i>	<i>Operational Cost FY 2025-26</i>	<i>Operational Cost FY 2026-27</i>
<i>(Units)</i>			
Menlo Park <i>(50 sleeping units)</i>	\$3,200,000	\$3,296,000	\$3,395,000
Multnomah Village <i>(100 sleeping units)</i> <i>(TASS #3)</i>	\$5,425,000	\$5,588,000	\$5,756,000
Queer Affinity <i>(35 sleeping units;</i> <i>may expand to 60)</i>	\$3,000,000	\$3,530,000	\$3,636,000
Reedway <i>(120 sleeping units)</i> <i>(TASS #4)</i>	\$4,850,000	\$4,996,000	\$5,146,000
BIPOC Village <i>(38 sleeping units)</i>	\$2,475,000	\$2,550,000	\$2,626,000
Clinton Triangle <i>(162 sleeping units)</i> <i>(TASS #1)</i>	\$8,995,300	\$9,206,000	\$9,483,000
North Portland Road <i>(90 sleeping units,</i>	\$8,831,400	\$9,089,100	\$9,362,000

70 RVs) (TASS #2)			
Total	\$36,736,700	\$38,255,100	\$39,404,000

The operations at the above shelters will be at or above the level of operations existing in FY 2024-25, unless otherwise mutually agreed. Neither Party is required to continue any operations at the shelters beyond the end of the Fiscal Year in which Agreement termination occurs.

Details:

- After Agreement termination, the City will accept responsibility for at least 665 shelter units equal to or greater than the amount of then current Fiscal Year projected operational costs, plus an Inflation Factor increase.
 - Changes to the above identified Programming, including to names, service locations, and associated Services Providers, do not relieve the City of its obligation hereunder to accept transfer of operations from the County and responsibility for the identified shelter operations.
 - The operational costs listed in the table above include various costs including but not limited to: contractor operations, pest control, lease, facility management (maintenance & repairs), and utilities.
1. **PROGRAMMING AUTHORIZATION**. Within 210 days of the Effective Date, and as needed, the Parties' respective governing boards shall have ratified by ordinance the transfer of the Programming set forth in the table above to the City. Failure to obtain ratification will not be fatal if either Party has already begun and is making progress toward ratification; however, the delaying Party must provide notice and progress reports to the non-delaying Party. If it does not appear ratification will be approved by either Party's governing body, the Party whose governing body does not approve shall provide immediate notice to the other Party.
 2. **PROGRAMMING TRANSITION**. Provided the authorizations required under **Section 1** above are given and any associated contract is approved by the Parties' respective governing bodies, transition of the Programming to the City shall occur in stages, as provided in this section. In addition to the below stages, the Parties shall cooperatively develop a plan to facilitate the joint planning process by the Parties. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community.
 - 2.1. Within 30 days of the approvals described above, the Parties will coordinate on ensuring that written notice is provided to all service contract partners providing the Programming to be transferred about the Programming's transition to the

City. Such notice should provide recipients with any new or different contact information for the Programming.

- 2.2. After the notice described in **Section 2.1** above is provided, the Parties will work on a plan to provide for an orderly transition of responsibilities from the County to the City for the Programming. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by the Parties. The transition plan shall identify and address any personnel, capital equipment, workload and any other issues related to the transition.
- 2.3. The Parties will endeavor to complete the Programming transition within one year of the approvals described above.

ADDENDUM A

HRS Glossary

Adult Shelter refers to shelter services (see “shelter services”) for adults over the age of 18 who do not have minor children in their custody and/or who are not being served by other systems (e.g., transition age youth or survivors of domestic or sexual violence).

Adult System of Care means the system of homeless services for people over the age of 18 who do not have minor children in their custody and/or who are not being served by other systems (e.g. transition age youth or survivors of domestic or sexual violence).

Affordable Housing means housing for which the occupant is paying no more than 30 percent of gross income for housing costs, including utilities.

Chronically Homeless means:

1. A homeless individual with a disabling condition who:
 - 1.1. Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
 - 1.2. Has been homeless and living as described in paragraph (1)(i) of this definition continuously for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (1)(i). Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;
2. An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
3. A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

Disabling Condition can include a physical, psychological or cognitive disability, a chronic illness, or an addiction.

Family System of Care means the system of homeless services for households with children or dependents under the age of 18.

Homelessness means:

1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - 1.1. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
 - 1.2. An individual or family living in a supervised publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or
 - 1.3. An individual who is exiting an institution and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution. (People in institutions for longer than 90 days retain their homeless status)
2. An individual or family who will imminently lose their primary nighttime residence, provided that:
 - 2.1. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
 - 2.2. No subsequent residence has been identified; and
 - 2.3. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;
 - 2.4. Anyone who has received an eviction, including households that are doubled up
3. Any individual or family who:
 - 3.1. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
 - 3.2. Has no other residence.

Outreach and Engagement is a field-based process of building a personal connection with someone who is currently living with unsheltered homelessness and related health or social concerns with the goal of supporting a person to make changes to improve their housing status or address other health or social challenges. “*Engagement*” commonly means engagement in services or the process of building a safe, trusting relationship.

Permanent Housing (PH) means ongoing housing for people experiencing homelessness where the participant signs a lease or sub-lease. There are a range of PH program models including, but not limited to, Permanent Supportive Housing and Rapid ReHousing. PH programs typically offer short or long-term rental assistance and support services.

Permanent Supportive Housing (PSH) means deeply affordable permanent housing with supportive wrap-around services to assist persons experiencing homelessness who have a significant disabling condition(s) to live independently. “*Deeply affordable*” means the units are available for households with 30% Area Median Income (**AMI**) or less. Supportive services are designed to meet the needs of participants and will be offered for the entire duration of program participation. PSH may be single site, scattered site, or clustered, and can be integrated with market-rate units and affordable units. Housing assistance can be project-based or tenant-based.

Rapid ReHousing (RRH) means a type of housing assistance for people experiencing homelessness where the participant receives flexible short to medium term rental assistance, funds to cover move-in expenses and overcome other financial barriers to housing access, and housing case management services. Services include assistance with housing searches, landlord negotiation, financial support for rent and move-in expenses, and post-placement stabilization services, including managing household finances, addressing maintenance issues and resolving landlord disputes.

Recovery-Oriented Transitional Housing means temporary housing with supportive recovery-oriented services for people experiencing homelessness who have a substance use disorder and are seeking this type of program. The housing and services are short-term, typically 24 months or less, and designed to facilitate a person's transition to permanent housing.

Rental Assistance means financial assistance that provides the difference between the monthly rental rate and the tenant’s designated rental contribution (typically set at 30% of household income).

Shelter Services include a number of interventions that create safe options for people to be indoors and out of the elements either 24/7, overnight only or during daytime hours. This includes congregate sheltering models, motel sheltering programs, or pod village models (alternative sheltering). Shelters are staffed to provide support to shelter guests, and many shelters also provide support in service navigation and support with housing placement.

Supportive Housing means affordable and/or subsidized housing with supportive wrap-around services that can take the form of permanent supportive housing and less permanent forms of housing, including but not limited to recovery-oriented transitional housing.

Transitional Housing (TH) means temporary housing and supportive services for people experiencing homelessness. The housing and services are short-term, typically 24 months or less, and designed to facilitate the participant's transition to permanent housing. TH programs are often specialized to serve a particular population such as households in recovery from substance use disorder, youth or veterans.

Supportive Services means comprehensive services offered to residents for the purpose of enhancing the residents' ability to meet the conditions of tenancy and achieve housing stability. Supportive services are offered voluntarily and are tailored to address the specific needs of each individual tenant. Services may include, but are not limited to:

- a. case management;
- b. mental health treatment and services;
- c. medical care;
- d. supports such as benefits advocacy and income support assistance; and
- e. assistance in obtaining other resources and support for residents such as child care, transportation, job training and job placement.

Survivors of Domestic or Sexual Violence System of Care means the system of homeless services for survivors of domestic violence, dating violence, sexual assault, and stalking, as well as their children and/or dependent, in need of safe, stable housing.

Youth System of Care means the system of homeless services for youth between the ages of 15–24 years old.

ADDENDUM B
Homelessness Response Action Plan

Amendments to Exhibit A passed by City Council June 20, 2024 – strikethrough/underline version

**HOMELESSNESS RESPONSE SYSTEM
INTERGOVERNMENTAL AGREEMENT**

This HOMELESSNESS RESPONSE SYSTEM INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made by and between Multnomah County, a political subdivision of the state of Oregon (“County”), and the City of Portland, a municipal corporation of the state of Oregon (“City”), each a “Party” and collectively as “Parties”. Capitalized terms used in the Agreement are defined in **Section 1** or in the HRS Glossary, attached as **Addendum A**.

RECITALS

- A. The United States, the state of Oregon, the City of Portland, and Multnomah County are all experiencing a homelessness crisis, primarily caused by a severe shortage of affordable housing with chronic homelessness compounded by severe persistent mental illness and addiction with severely limited access to treatment and housing that has resulted in unprecedented numbers of people living and dying unsheltered.
- B. Those suffering from homelessness often face numerous barriers to obtaining the services and resources they need to find stability.
- C. As reflected in the summary of page 4 of “Home Again: A 10-Year Plan to End Homelessness in Portland and Multnomah County,” the Parties have historically collaborated to support and house a diverse range of homeless populations, including through the City’s Urban Services Policy, the County’s Resolution A (adopted in March 1983), and through formation of the Joint Office of Homeless Services (JOHS) under Intergovernmental Agreement dated July 1, 2016, as amended (the “JOHS IGA”).
- D. The Parties have determined that continuing their coordinated development and delivery of services supporting and otherwise geared to individuals struggling with homelessness and housing insecurity, as well as substance use and behavioral health issues, will improve the delivery of services and enhance outcomes for those receiving such services and for the region as a whole.
- E. The Parties’ collaborative commitment to homeless services is also codified in both governments’ planning efforts for federal funds from the U.S. Department of Housing and Urban Development (HUD). This includes the Continuum of Care (CoC) program, which provides housing and services for people who are homeless.
- F. The Parties wish to extend their collaboration to fund and otherwise facilitate programs to provide services to individuals and families experiencing homelessness.
- G. Through this Agreement, the Parties describe their process for creating and supporting a Homelessness Response System (HRS) for collaboratively tackling the community’s most

challenging issues related to homelessness, and their commitment to leveraging strategic recommendations to inform and align priorities, goals, investments, and measurable outcomes to track progress.

- H. By December 31, 2024, the County must put forward for approval by the Multnomah County Board of Commissioners (BCC) an ordinance to change the JOHS name in a manner that removes the word “Joint” from the name. If the BCC approves the name change, the County must change the name within one year after BCC approval.
- I. As more specifically set forth below, the Agreement sets forth the Parties’ understandings and agreements regarding coordinating their development and delivery of services supporting and otherwise geared to individuals experiencing homelessness and substance abuse and mental health issues.

NOW, THEREFORE, the Parties agree as follows:

The Agreement includes the following exhibits and attachments, which are incorporated into this Agreement by reference.

EXHIBIT 1	Goals and Measurable Outcomes
EXHIBIT 2	FY 2024-25 City Funding Uses by JOHS
EXHIBIT 3	Additional Program Funding Order Form
EXHIBIT 4	Contact Information for Notices
EXHIBIT 5	Program Transfers
EXHIBIT 6	Responsibilities Upon Termination
ADDENDUM A	HRS Glossary
ADDENDUM B	Homelessness Response Action Plan

AGREEMENT

1. DEFINITIONS.

1.1. “Additional Program Funding Orders,” as memorialized on the form provided on **Exhibit 3**, set forth the Parties’ agreement to make additional Program Funding commitments under the Agreement, including, as appropriate, the KPIs, measurable goals, and outcomes that apply to the additional Program Funding commitment.

1.2. “Administrative Costs” means direct and indirect costs of goods and services associated with executive-level functions that benefit a Party’s Program delivery. Administrative Costs include, but are not limited to:

1.2.1. Senior management personnel salaries and benefits;

- 1.2.2. Administrative staff travel costs;
 - 1.2.3. General services such as human resources, accounting, budget development, procurement, marketing, agency audit, and agency insurance;
 - 1.2.4. General facilities costs (including those associated with executive positions), such as rent, depreciation expenses, and operation and maintenance;
 - 1.2.5. Equipment rental/purchase, insurance, utilities, and information technology costs that are not program specific but relate to Program administration as a whole; and
 - 1.2.6. Any other costs not specifically attributed to a particular Program or Program delivery.
- 1.3. “Adopted Budget” means Funding established in a budget approved by a Party’s governing body for a particular Fiscal Year during the Term.
 - 1.4. “Advisory Groups” mean the Steering and Oversight Committee.
 - 1.5. “Annual Program Plan” means the annually-prepared plan detailing a Party’s plans for Programming in a designated Fiscal Year, as set forth in **Section 5.3**.
 - 1.6. “Annual Program Report” means the annually-prepared report describing how a Party spent Funding in the previous Fiscal Year and how those expenditures contributed to outcomes as defined by KPIs set by the SOC, as set forth in **Section 6.2**.
 - 1.7. “Annual Spending Plan” means the annually-prepared spending plan detailing a Party’s plans for spending Program Funding for a designated Fiscal Year, as set forth in **Section 5.2**.
 - 1.8. “Carryover” means Funding that remains available at the close of a Party’s Fiscal Year.
 - 1.9. “Community Advisory Subcommittee” (CAS) means the committee that reviews and recommends Program strategies, plans, and outcomes; and identifies emerging community needs and opportunities.
 - 1.9.1. “CAS Charter” means the document that sets forth the CAS’ objectives, authority, and processes.
 - 1.10. “Effective Date” means July 1, 2024.
 - 1.11. “Funding” refers generally to funding received by a Party from the other Party to fund Programming under the Agreement, including any of the below funding types.
 - 1.11.1. “Additional Funding” means the additional Program funding transferred by one Party to the other under **Section 3.3**.
 - 1.11.2. “State and Federal Funding” means the grants and other funding received from the state of Oregon or federal government that supports Programming.
 - 1.12. “Fiscal Year” (FY) means the twelve-month period beginning July 1 and continuing through June 30.

- 1.13. “Homelessness Response Action Plan” (HRAP) means the written plan developed by the Parties for implementing the Homelessness Response System. The HRAP lays out goals, action items and timeframes for the community’s response to homelessness, with a focus on providing more people with safer options off our streets through an expanded range of partnerships that includes not only homeless services providers but first responders and healthcare and criminal justice organizations, too. The HRAP also emphasizes work to address racial disparities in homelessness and it commits to providing clear and expanded access to the range of services someone needs to leave homelessness or never have to experience it in the first place.
- 1.14. “Implementation Subcommittee” means the subcommittee that drives and directs the implementation of goals, strategies, and outcomes approved by the SOC; drafts investment plan for the SOC; operationalizes the strategies and KPIs; monitors progress towards goals and practice continuous quality improvement; and oversees and manages the data dashboards created under the Agreement.
- 1.14.1. “Implementation Subcommittee Charter” means the document that sets forth the Implementation Subcommittee’s objectives, authority, and processes.
- 1.15. “Inflation Factor” means a rate of inflation based on the percentage increase in the West-Size A Consumer Price Index for Urban Wage Earners and Clerical Workers Index (CPI-W), or any successor index, for the second half of the most recently completed calendar year compared to the second half of the calendar year before, with a three percent floor.
- 1.16. “Joint Session” means a joint *“Meeting,”* as that term is defined in ORS 192.610(7), of the Portland City Council and the Multnomah County Board of Commissioners.
- 1.17. “Key Performance Indicators” (KPIs) are measurable and quantifiable metrics used by the Parties to track progress towards specific Program goals or objectives.
- 1.18. “Metro” means Metro Regional Government, a municipal corporation of the state of Oregon.
- 1.19. “Programming” means programming for supporting individuals struggling with housing insecurity, substance abuse, or mental health issues, that is directly or indirectly (e.g., through one or more Service Providers) provided by a Party, and paid-for with Funding.
- 1.20. “Quarterly Progress Report” means the report prepared by each Party and presented to the other Party on a quarterly basis, as set forth in **Section 6.3**.
- 1.21. “Reconciliation Submittals” are reconciliation statements provided by each Party to the other under the Agreement and in the form provided on **Exhibit 2**.
- 1.22. “Records” means information prepared, owned, used, or retained by a Party, and pertaining to their respective operations and business related to the Agreement that is inscribed on a tangible medium (commonly a document), or that is stored in an electronic or other medium and is retrievable in perceivable form.

- 1.23. “Revised Budget” means Funding changes to an Adopted Budget that are approved by a Party’s governing body for a particular Fiscal Year during the Term.
- 1.24. “Service Providers” are third-party organizations, including the other Party, with which a Party contracts and to whom a Party pays Funding to provide Programming.
- 1.25. “Steering and Oversight Committee” (SOC) means the committee that sets strategy and KPIs; monitors progress and performance towards goals; ensures alignment of jurisdictional investments towards strategies and performance; adjusts annual goals at the completion of each Fiscal Year and assess strategies based on performance; and reviews audits of the various components of the HRS.
 - 1.25.1. “SOC Charter” means the document that sets forth the SOC’s objectives, authority, and processes.
- 1.26. “Supportive Housing Services” (SHS) means service programs providing homeless prevention, support services and rent assistance that stabilize people experiencing homelessness and housing instability, and funded by SHS Funds.
 - 1.26.1. “SHS Funds” 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 on May 19, 2020, in Ballot Measure 26-210, to fund Supportive Housing Services.
2. EFFECTIVE DATE, TERM, EXTENSION, TERMINATION. The Agreement is effective as of the Effective Date and continues through June 30, 2027 (“Term”). The Parties may by mutual agreement extend the term of this Agreement beyond June 30, 2027.
 - 2.1. TERMINATION. The Agreement will terminate on June 30, 2027, unless extended as described in **Section 2**. The Parties may jointly, or separately, terminate this Agreement if they determine that such action is in the public interest. In the event of a termination by one Party, the terminating Party must give the other Party written notice at least 90 days in advance of a termination date. If this Agreement is terminated, the Parties will collaboratively develop a plan for an orderly wind-down of the Programs and Funding. Unless otherwise agreed between the Parties, and as applicable, each Party must deliver to the other within 60 days of the termination date all unobligated Program funds, required reports, and financial data.
 - 2.2. WIND-DOWN. The Parties expressly acknowledge and agree that after a termination of the Agreement, including termination after expiration of the Term, some Programs will continue to operate and require ongoing Funding. As a result, the Parties agree to the following wind-down process following termination of the Agreement:
 - 2.2.1. PROCESS. The Parties will collaboratively develop a plan for an orderly wind-down of their partnership under the Agreement with the goal of mitigating the impact that Agreement termination could have on the individuals served by Programs and on the Services Providers reliant on Program Funding. Each Party shall bear its respective costs associated with wind-down planning and each will work cooperatively with the other Party in the coordination of efforts. However, the Parties agree to reimburse the other Party for allowable expenses incurred prior to

the termination of this Agreement, the performance of which was required prior to the date of termination, and which shall survive termination of this Agreement. To that end, the planning will identify and address any ongoing Program reserve needs (such as for contractual, project-based rent assistance requirements), return of unobligated funds, personnel, capital equipment, workload and any other issues related to winding-down the collaboration under the Agreement. Upon termination, the County will return any and all operations it performs at the shelters listed in **Exhibit 6** to the City at the level of operations existing in FY 2024-25, unless otherwise mutually agreed. Nothing in this provision obligates either Party to continue any operation beyond the end of the Fiscal Year in which Agreement termination occurs.

2.2.2. REASONABLE EFFORTS TO AVOID PROGRAM DISRUPTION. If the Agreement terminates, regardless of the reason, the Parties will make reasonable efforts to prevent undue harm to the Regional homeless services systems, structures, and to those receiving Funding at the time of the termination. The Parties will make reasonable efforts to ensure that such County obligations are met in the event the Agreement is terminated.

2.3. SURVIVAL. All provisions that by their nature should survive the expiration or earlier termination of this Agreement shall so survive. A Party's ability to spend down Program Funding will survive termination where: (a) the Party committed to spend the funds under a contract signed prior to termination; (b) the contract's Funding-related performances extend beyond Agreement termination; and (c) the Party has budgeted to meet the payment requirement(s) with Funding.

3. HRS CREATION AND FUNDING COMMITMENTS.

3.1. CREATION OF HOMELESSNESS RESPONSE SYSTEM. Through this Agreement, the Parties agree to create the Homelessness Response System (HRS) to work together to tackle the community's most challenging issues related to homelessness, with a focus on unsheltered homelessness, health and recovery, supportive and affordable housing, and crisis response. Through the HRS, the Parties commit to:

3.1.1. Collaborate on the selection of the HRS director, who will be appointed by the County;

3.1.2. Establishing and engaging in joint goal making, strategy formation and oversight over the larger system of care;

3.1.3. Leveraging strategic recommendations to inform and align priorities, goals, investments, and measurable outcomes to track progress; and

3.1.4. Coordinating to implement Programming through JOHS, as set forth in **Exhibit 5**.

As provided in **Section 7**, the HRS will be overseen by the SOC, which in turn will receive advice and recommendations from two subcommittees: the Community Advisory Subcommittee and Implementation Subcommittee.

- 3.2. ANNUAL FUNDING COMMITMENTS. Neither Party's annual level of Funding support for Programming during the Term will fall below their FY 2024-25 budgeted amount, adjusted for inflation and excluding Federal Funds and SHS Funds, for programming supporting individuals struggling with housing insecurity, substance abuse, or mental health issues. The Parties agree to reevaluate and adjust the Funding commitments in this **Section 3.2** in the event of a decrease in Funding availability due to decreased tax revenue forecast or a drop in State and Federal Funding.
- 3.3. VOLUNTARY FUNDING INCREASES, TRANSFERS. That Parties may agree to additional Program Funding above their respective Adopted Budgets amounts and/or to Funding transfers between the Parties. Such voluntary increases will be documented on one or more Additional Program Funding Orders and in the following quarter's Reconciliation Submittal. Such Additional Program Funding Orders do not require amendment of the Agreement.
- 3.4. CITY PROGRAMMING TRANSFERS. The Parties agree that in order to continue Programming launched and funded by the City before the Effective Date, the County will propose in FY 2025-26 the transfer of operational responsibility beginning on July 1, 2025, for the City Programs identified in **Exhibit 5**.
4. FUNDING USES, FINANCIAL TERMS.
- 4.1. USE OF FUNDING FOR PROGRAMS. The Parties intend for Funding to be used to provide a range of services to individuals struggling with housing insecurity, substance use, or behavioral health issues, and to the Service Providers supporting those individuals. To avoid ambiguity, Funding from the City shall be used to support HRAP Programming, with Programming for Adult Shelter, staffing and program costs related to Outreach and Engagement, and Specialized Transitional and Permanent Housing, receiving priority for such Funding.
- 4.2. SUPPORT FOR ADVISORY GROUPS. A portion of each Party's Funding will be annually allocated to pay for Administrative Costs such as for staffing and logistics for the Advisory Groups. The County will include the Administrative Costs for supporting the Advisory Groups in its Annual Spending Plan for each Fiscal Year during the Term.
- 4.3. RECONCILIATION SUBMITTALS. Beginning at the end of the first Fiscal Year quarter after the Effective Date, and no later than 45 days after the end of each Fiscal Year quarter, each Party will reflect all Funding transfers received from the other hereunder on a quarterly Reconciliation Submittal.
- 4.4. PROGRAM ADMINISTRATIVE COSTS. Each Party may use Funding received from the other under the Agreement to pay for certain Program Administrative Costs. A Party's use of Funding for Administrative Costs in a given Fiscal Year may not exceed its indirect cost rate for federal grant funds in the preceding Fiscal Year. The Parties agree to follow the indirect plans they submit annually to the federal government. Upon agreement by the Parties, a Party may waive the indirect fee or the fee-based cap. A Party using Funding for Administrative Costs for Programs will support all amounts billed as Administrative Costs by actual costs.

5. PROGRAM AND FUNDING PLANNING, BUDGETING.

5.1. ANNUAL PROGRAM PLAN. Beginning in FY 2024-25, each Party will annually submit an Annual Program Plan to the other and the SOC for their review on or before April 1 for the subsequent Fiscal Year. The Parties will respectively prepare their Annual Program Plans using a template that they jointly create and approve. In lieu of an Annual Program Plan describing implementation plans for the first Fiscal Year of the Term, each Party will provide, as part of its first Quarterly Progress Report, a summary of Program implementation efforts underway and planned for the balance of that Fiscal Year, including any Additional Program Funding Orders signed between the Parties. Each Party will present their respective Annual Program Plan to the Portland City Council and the Multnomah County Board of Commissioners at Joint Session to be held prior to May 1 each Fiscal Year during the Term.

5.2. ANNUAL SPENDING PLAN. As part of its Annual Program Report, each Party must submit to the other and the SOC for review an Annual Spending Plan for the subsequent Fiscal Year. In FY 2024-25, the Parties will present their respective Annual Spending Plans in a form reasonably designed to identify Programs funded under the Agreement for that Fiscal Year. Starting in FY 2025-26, the Parties will before April 1 submit their Annual Spending Plans using a template they jointly create and approve. If the Annual Spending Plan is amended by a Party's governing body, that Party must submit to the other Party and the SOC the amended Annual Spending Plan within 60 days of the governing body's approval. Each Party agrees to provide Funding for Programs as described in their Annual Spending Plans; provided, however, if Programming is funded with funds from the other Party, then the Party receiving such funds is only obligated to provide Funding for Programs in the amounts actually received from the other Party. Each Party will present their respective Annual Spending Plan to the Portland City Council and the Multnomah County Board of Commissioners at Joint Session to be held prior to May 1 each Fiscal Year during the Term.

5.2.1. ANTICIPATED ADMINISTRATIVE COSTS. Beginning in FY 2025-26, and annually thereafter during the Term, each Party will prepare a written statement detailing its anticipated Administration Costs, including for supporting Advisory Groups, for the next Fiscal Year and will present this report to the Implementation Subcommittee. The Implementation Subcommittee will consider whether the described Administrative Costs could or should be reduced or increased. The Implementation Subcommittee may recommend, as applicable, to the Multnomah County Board of Commissioners or Portland City Council how they can best limit their Administrative Costs in the following Fiscal Year.

5.3. FISCAL YEAR FUNDING CARRYOVERS. At the end of each Fiscal Year during the Term, each Party may request to Carryover any unspent Funding received from the other Party during that Fiscal Year. Such requests must be received in writing to the contact set forth in **Section 10.3** in time for inclusion in that Party's required budget submission. A Carryover request is deemed approved unless the other Party in writing to the contact identified in **Section 10.3** denies the requests. All Carryover Funding

remains subject to the terms of the Agreement and must be reflected in a Reconciliation Submittal provided to the other Party by September 30 of the following Fiscal Year.

5.4. SERVICES, PROGRAMMING EXPANSION. The Parties acknowledge that by partnering in the HRS under the Agreement the Parties will create interdependencies between their respective Programming and homeless-response services offered outside the HRS, as well as contraction and expansion of such Programming and services. Changes to such Programming and services may impact Programming and services provided by the other Party. Generally, new or changed programs should be coordinated with HRS, but to ensure the Parties' alignment on Programming and homeless-response services, each Party will include in their respective reports detailed at **Section 6.3** notice of and information regarding changes to Programming and homeless-response services offered outside the HRS.

5.5. OBLIGATIONS OF THE PARTIES.

5.5.1. DUTY TO RESPOND. Each Party agrees to respond to relevant written questions, recommendations, or requests received in writing from the chairperson of an Advisory Groups that is clearly related to the group's responsibilities as set forth in the Agreement and their charters. The Parties will submit written responses to the chairperson of the Advisory Group or to each other within 30 days.

5.5.2. PERIODIC REVIEW OF AGREEMENT. The Parties agree to convene to review this Agreement periodically. Beginning on July 1, 2025, either Party may request that the Parties meet to consider amendments to this Agreement. If a request to consider amendments is made, the Parties agree to convene and, in a timely manner, assign adequate staff resources, establish a schedule for negotiations and participate in the negotiations in good faith.

5.5.3. CONSISTENCY BETWEEN BUDGETING, FUNDING. Each Party agrees to use Funding for Programs substantially as described in their respective and relevant Annual Spending Plans. Each Party may reallocate such Funding across budgeted Programs as needed to achieve KPIs and Program goals identified by the SOC, provided that the reallocation does not materially and adversely affect performance of their Annual Program Plan. In such an event, the Party must report on, and justify, any material reallocations of Program Funding in its next Quarterly Report.

5.5.4. PAYMENT TRANSFERS. Annually, the Parties agree to transfer 100% of the Fiscal Year's Adopted Budget Funding that are general funds to the recipients on or before August 31 of the Fiscal Year. In the event that additional services are requested that were not part of the Adopted Budget the Parties will agree to address these payments through one or more additional Funding transfers. The timing for Budgeted Funding transfers applies only to general fund Funding and does not apply to transfers of State and Federal Funding.

5.5.5. CITY FUNDING. For the Programming in **Exhibit 2**, the City's Funding commitment (i.e., the Funding to be paid to the County) during the Term is

\$25,186,923 for FY 2024-25 and, beginning in FY 2025-26, is \$31,186,923 each Fiscal Year thereafter (during the Term) plus an annual Inflation Factor cost increase.

6. RECORDKEEPING, DATA AND REPORTING.

6.1. PARTIES' RECORDKEEPING, CONTROLS. Each Party must:

- 6.1.1. maintain Records of payments made and funds received under this Agreement;
- 6.1.2. develop an annual summary of their use of Funding, provide that summary to the other Party, the SOC, and make that summary available for review by the County Auditor and the City Auditor, as well as by any public accounting or auditing firms retained by a Party;
- 6.1.3. exercise the rights and powers vested in it by this Agreement and use the same degree of care and skill as a prudent person would exercise or use under the circumstances; and
- 6.1.4. ensure that any Funding held for more than one Fiscal Year is retained in accordance with state finance law and administered according to its investment policy. All proceeds of such investments will be added to Program Funding and otherwise must be spent on Programs or Administrative Costs, as appropriate.

6.2. SERVICE PROVIDER DATA IN HOMELESS MANAGEMENT INFORMATION SYSTEM.

The Parties will require Service Providers to record participant-level data in the Homeless Management Information System (HMIS) maintained for the County CoC (OR-501) for services provided and Program(s) served. The County agrees to provide the City with a login for read-only access to HMIS.

6.3. ANNUAL PROGRAM REPORT. Annually during the Term, each Party will prepare an Annual Program Report for the previous Fiscal Year. No later than October 31 each year, each Party will provide to the other a copy of its Annual Program Report and provide a copy to the CAS, Implementation Subcommittee, and the Parties' elected leaders. Each Party's report will describe how it spent Funding in the previous Fiscal Year and how those expenditures contributed to outcomes as defined by KPIs set by the SOC. The Parties will prepare their Annual Program Reports using a template that they jointly create and approve, which will include the following:

- 6.3.1. Their Annual Program Plan for the given Fiscal Year;
- 6.3.2. Their Annual Spending Plan for the given Fiscal Year;
- 6.3.3. Reporting on all outcomes set forth in **Exhibit 1**.
- 6.3.4. A summary of Program investments over the Fiscal Year (if not identified in the Annual Spending Plan), including a list of Programs and Service Providers receiving Funding;
- 6.3.5. An analysis of how Program investments have contributed to the values and goals set forth in **Exhibit 1**; and

- 6.3.6. Any strategies to adjust or augment programming to improve performance and outcomes in future years. Parties will work to identify, adopt and develop a proven continuous quality improvement framework to help deliver improved operational performance and system transformation.
- 6.4. QUARTERLY PROGRESS REPORT. Beginning at the end of the first Fiscal Year quarter after the Effective Date, and no later than 45 days after the end of each Fiscal Year quarter, each Party will prepare a Quarterly Progress Report and provide that report to the SOC and the other Party. The Parties will prepare the Quarterly Report using a template they jointly create and approve that will include information on progress toward established KPIs, a copy of the Annual Spending Plan, an updated list of Programs and Service Providers receiving Funding in the reported quarter, copies of Reconciliation Submittals exchanged in the reported quarter, and any material changes in programming or strategy from those set out in the Annual Program Plan. For reports created before the template is available, the information to be included in the reports will be as agreed to by the Parties.
- 6.5. DATA REPORTING SYSTEM. The Parties will establish a Program data collection and reporting system capable of providing the following:
- 6.5.1. BY-NAME LIST OF SERVICE RECIPIENTS. The Parties will develop and maintain a list of the names provided by individuals receiving services under the Agreement through a Program, from a Service Provider, or from a Party.
- 6.5.2. SHELTER BED AVAILABILITY TOOL. The Parties will work together to develop a tool to track available shelter access and appropriate placement spots available.
- 6.5.3. PUBLIC BUDGET DASHBOARD. The Parties will develop and maintain a publicly-accessible dashboard showing their respective Program investments by Fiscal Year, revenue sources for related Funding, and Administrative Programs.
- 6.5.4. PERFORMANCE DASHBOARD. The Parties will develop and maintain a publicly accessible dashboard showing quarterly updates and progress toward the outcomes identified in this Agreement and outlined in the established Quarterly Progress Report.
7. HOMELESS RESPONSE SYSTEM GOVERNANCE.
- 7.1. STEERING AND OVERSIGHT COMMITTEE. The HRS will be overseen by the Steering and Oversight Committee (SOC), which in turn will evaluate progress reports from the Parties including reports generated from two sub-committees: the Community Advisory Subcommittee (CAS) and the Implementation Subcommittee. The SOC's key responsibilities are to: set strategy for Program development; explore and identify KPIs for evaluating Program effectiveness; monitor Program progress and performance towards goals and measurable outcomes set forth in **Exhibit 1**; ensure alignment of the Parties' Program investments towards strategies and performance; set annual goals based on presented Annual Program Plans; at the completion of each Fiscal Year during the Term, assess strategies and performance based on presented Annual Program

Reports; and review audits of the various components of the HRS and make recommendations to the City Administrator and the County Chief Operating Officer.

7.1.1. MEMBERSHIP. The SOC is composed of ~~five-eight~~ voting members – the County Chair, the City Mayor, one County Commissioner, one member of City Council, ~~and~~ an east Multnomah County city elected, one business sector representative, one behavioral health expert not a current provider with the Parties, a SHS taxpayer – and not more than four non-voting members. The County Chair will serve as the chairperson of the SOC. The City Mayor will select the member from City Council and the County Chair will appoint the member from the County Commission. The Parties will jointly approve the business sector representative, behavioral health expert and SHS taxpayer.

7.1.2. MEETINGS. The SOC will convene in a manner that is consistent with the SOC Charter and as frequently as needed to meet its obligations under the Agreement. Provided, however, the SOC will meet at least every other month, and as agreed between the Parties. The SOC Chairperson will provide notice to the SOC members and the Parties’ contacts set forth in **Section 10.3** at least five business days in advance of a meeting. Meetings may be held in person or by means of telephonic or electronic communications. Each September/October, the County Chair and the City Mayor will jointly convene the SOC, the Implementation Subcommittee, and the CAS together for a meeting. For the inaugural meeting in Fiscal Year 2024-25, the County Chair and City Mayor will convene the SOC, Implementation Subcommittee, and CAS to the extent such groups have been established. The purpose of the meeting will be to review performance against established goals, benchmarks and measurable outcomes contained in this Agreement. Further, the meeting attendees shall engage in discussion about why benchmarks and outcome measures were met, exceeded or not met. The conclusions from that discussion will be the basis for the summit attendees to make recommendations.

7.2. IMPLEMENTATION SUBCOMMITTEE. A subcommittee of the SOC, the Implementation Subcommittee implements goals, strategies, and outcomes approved by the SOC. The Implementation Subcommittee’s key responsibilities are to: operationalize the Parties’ Program implementation and coordination strategies, including to meet KPIs identified by the SOC; monitor progress towards set measurable goals and outcomes described in **Exhibit 1** and practice continuous quality improvement; and review the Parties’ compliance with and offer recommendations to the City Administrator and the County Chief Operating Officer regarding the data reporting system described in **Section 6.5**.

7.2.1. MEMBERSHIP. The Implementation Subcommittee is a subcommittee of the SOC with up to 20 members, which may include but is not limited to, the following individuals or members from the following organizations:

- a. the City Administrator;
- b. the County Chief Operating Officer (COO);

- c. the JOHS Director;
- d. the Portland Housing Bureau Director;
- e. the County Department of Community Justice Director;
- f. the Department of County Health Services Director;
- g. the County Behavioral Health Division Director;
- h. the Multnomah County Health Department Director;
- i. the Portland Public Safety Deputy City Administrator;
- j. the Portland Solutions Director;
- k. one member from a Coordinated Care Organization;
- l. one member from state government;
- m. one member from Metro Housing Staff; and
- n. one member from Home Forward.

The County COO will serve as chairperson of the Implementation Subcommittee. The County will work cooperatively with the City to select the Implementation Subcommittee members.

7.2.2. MEETINGS. The Implementation Subcommittee will convene in a manner that is consistent with the Implementation Subcommittee Charter and as frequently as needed to meet its obligations under the Agreement. Provided, however, the Implementation Subcommittee will meet at least monthly and as agreed between the Parties. The Implementation Subcommittee Chairperson will provide notice to the Implementation Subcommittee members and the Parties' contacts set forth in **Section 10.3** at least five business days in advance of a meeting. Meetings may be held in person or by means of telephonic or electronic communications.

7.2.3. REPORTING. Annually, the Implementation Subcommittee will use the quarterly reports prepared the previous Fiscal Year to draft an assessment of the current Fiscal Year's investments and progress on the **Exhibit 1** outcomes. This assessment will be presented to the City Administrator and the County Chief Operating Officer no later than November 30 each Fiscal Year. This assessment will provide the Parties with the opportunity to evaluate the current Fiscal Year investments and make recommendations for investments in the upcoming Fiscal Year.

7.3. COMMUNITY ADVISORY SUBCOMMITTEE. A subcommittee of the SOC, the CAS reviews and recommends to the City Administrator and the County Chief Operating Officer Program tactics, plans, and desired outcomes. Through their review and recommendations, the CAS will identify emerging community needs and opportunities and report in writing on those needs and opportunities to the Parties.

7.3.1. MEMBERSHIP. The CAS is an up to 16-member subcommittee of the SOC which may include but is not limited to those with lived experience and representatives

from business, labor, Service Providers, philanthropy, crisis response, first responders, affordable housing, street outreach/navigation, and health and recovery organizations. The County will work cooperatively with the City to select the CAS members.

7.3.2. MEETINGS. The CAS will convene in a manner that is consistent with the CAS Charter and as frequently as needed to meet its obligations under the Agreement. Provided, however, the CAS will meet at least every other month and as agreed between the Parties. The CAS Chairperson will provide notice to the CAS members and the Parties' contacts set forth in **Section 10.3** at least five business days in advance of a meeting. Meetings may be held in person or by means of telephonic or electronic communications.

7.3.3. REPORTING. The CAS will report to the City Administrator and the County Chief Operating Officer.

7.4. PERIODIC REVIEW. Not more than annually, the Parties may conduct a review of the Advisory Groups' roles and their effectiveness, as appropriate. If after their review they conclude, in good faith, that revisions to an Advisory Group, including to any of their charters, are necessary then they will provide the County Chair and City Mayor with written findings detailing the issues they believe warrant changes to one of more of the Advisory Groups, and a description of the proposed change(s).

8. RISK-SHARING.

8.1. 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.

8.2. INDEMNIFICATION BY THE PARTIES OF EACH OTHER.

8.2.1. COUNTY. Subject to the limits of the Oregon Tort Claims Act (OTCA) and the Oregon Constitution, the County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the County, its officers, agents, and employees, or any of them relating to or arising from the County's performances under the Agreement. In the event that any suit based upon such a Third-Party Claim is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered 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.

8.2.2. CITY. Subject to the limits of the OTCA and the Oregon Constitution, the City shall indemnify and hold harmless County and its officers, agents, and employees, or any of them from any and all liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the City, its officers, agents, and employees, or any of them relating to or arising from the City's performances under the Agreement. In the event that any suit based upon such a Third-Party Claim is brought against the County, the City shall defend the same at its sole cost and expense; provided that County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, 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 City shall satisfy the same.

8.3. INDEMNIFICATION BY THE PARTIES OF METRO. Subject to the limits of the OTCA and the Oregon Constitution, and to the extent any Programs receive SHS Funds under this Agreement, the Parties shall indemnify and hold harmless Metro and its officers, agents, and employees, or any of them from any and all liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the Parties, their officers, agents, and employees, or any of them relating to or arising from their performances under the Agreement for the use of those SHS Funds. In the event that any suit based upon a Third-Party Claim is brought against Metro, the Parties shall defend the same at their sole cost and expense; provided that Metro reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against Metro, and its officers, agents, and employees, or any of them, or jointly against Metro and the Parties and their respective officers, agents, and employees, or any of them, the Parties shall satisfy the same.

9. DISPUTES, REMEDIES.

9.1. DISPUTE RESOLUTION. In the event a dispute arises between the Parties regarding this Agreement, including where a Party determines that the other is not complying with the Agreement, the Parties will use the following process to attempt to resolve the dispute.

9.1.1. A Party will provide the other with written notice of the dispute. The notice will describe the dispute, or if the notice arises from non-compliance with the Agreement, describe evidence of non-compliance and the steps the Party believes are needed to restore compliance with the Agreement. Unless otherwise provided for in the Agreement, the Party receiving notice will have 30 days from the date it receives the notice to restore compliance with the Agreement. If the non-compliance issue is of such a nature that it cannot reasonably be cured within 30 days, the Party on notice of its non-compliance will have such additional time as required to restore its compliance with the applicable terms of the Agreement, as long as it is acting in a reasonable manner and in good faith.

- 9.1.2. If the non-compliant Party does not reasonably correct the non-compliance concern or if the dispute is not otherwise resolved between the Parties within the time allowed, the Parties will attempt to settle the issue through good faith negotiation. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement.
- 9.1.3. If the Parties are unable to resolve the issue through such negotiation, or such negotiations have not resolved the dispute or non-compliance concern within 30 days from the date a Party first issues written notice as provided in **Section 9.1.1** and the Parties have not agreed to an extension of time to negotiate, the Parties will submit the issue to the SOC, City Mayor, and the County Chair ("HRS Leaders"). The HRS Leaders will attempt to resolve the dispute or non-compliance concern on terms acceptable to both Parties.
- 9.1.4. If the HRS Leaders are unable to resolve the dispute or non-compliance concern within 30 days of their first meeting regarding the issue, and the Parties have not agreed to an extension of time for the HRS Leaders to resolve the dispute, the Parties will then attempt in good faith to resolve the issue by facilitated mediation. The Parties agree to attend at least four hours of mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The Parties agree to schedule the mediation within 60 days of written notice from the HRS Leaders that it is unable to resolve the dispute or non-compliance concern.
- 9.1.5. The Parties will attempt to use the services of a mutually agreed upon mediator, with a preference for a mediator with experience in mediating disputes between local governments. If the Parties cannot mutually agree on a mediator within 14 business days of having submitted a possible mediator candidate, or the mediation is unsuccessful, either party may proceed to arbitration or litigation.
- 9.1.6. Each Party is responsible for its own dispute-related costs. The Parties will each pay for half of any mutually retained mediator or arbitrator's services and costs.
- 9.1.7. Nothing prevents a Party from resorting to a court of competent jurisdiction in those instances where injunctive relief may be appropriate; or, if the Parties agree, seek arbitration to resolve the dispute or non-compliance concern. Any dispute submitted for arbitration will be settled in accordance with the commercial arbitration rules of the Arbitration Services of Portland, Inc., then in effect, and judgment on the award may be entered in any court having jurisdiction.
- 9.2. **REMEDIES.** Subject to the dispute resolution process set forth in **Section 9.1** and the limits of the OTCA and the Oregon Constitution, if a Party reasonably believes that the other Party: (a) has failed to comply timely with any material obligation under this Agreement, or (b) is not spending Funding received from the other Party according to the terms of this Agreement, then the aggrieved Party may exercise any remedy available to it under this Agreement or applicable law, including but not limited to injunctive relief and termination of the Agreement.

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. The City Auditor's Office and the County Auditor's Office, directly or through contractors, may conduct financial and performance audits, investigate, and/or review the billings and services specified in this Agreement at any time during the Term. Audits will be conducted in accordance with generally accepted auditing standards as promulgated by the U.S. Government Accountability Office. Investigations will be conducted in accordance with City Code Chapter 3.77 or applicable County laws. The City Auditor's Office and County Auditor's Office will have access to all records, materials, personnel, and property needed to conduct audits, investigations and reviews.

The Parties acknowledge that they are each subject to the Oregon Public Records Law (OPRL) and federal law. Third persons may claim that any confidential information exchanged by the Parties may be, by virtue of its possession by the other Party, a public record and subject to disclosure pursuant to the OPRL. The Parties commitment to maintain certain information as confidential under this Agreement is subject to the constraints of Oregon and federal laws. Within the limits and discretion allowed by those laws, the Parties will maintain the confidentiality of any such information. If a Party receives an OPRL request for a document created by the other Party, each Party agrees to confer with the other before disclosing the document so that the originating Party may assert any exemptions or conduct any redaction permissible under Oregon and federal laws.

- 10.3. 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 **Exhibit 4**.

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.

- 10.4. MEDIA RELEASES, PUBLIC ACKNOWLEDGMENT. The Parties acknowledge the value in coordinating public communications about the HRS, Funding, and the use of SHS Funds (as applicable) and will make good faith 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 Locations. The Parties will use good faith 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, the HRS, and Metro and the SHS program (to the extent Funding includes SHS Funds) in any publications, media presentations, or other presentations relating to or describing the HRS, Programs, or Funding, including and as applicable by providing a speaking opportunity for the elected official(s) for the district in which a Party-organized event occurs.
- 10.5. SUCCESSORS; NO ASSIGNMENT, THIRD-PARTY BENEFICIARIES. This Agreement binds each Party, its successors, assigns and legal representatives. 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. 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 implement 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.

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HOMELESSNESS RESPONSE SYSTEM INTERGOVERNMENTAL AGREEMENT
Signatures

The City of Portland

Approved as to form

Ted Wheeler, Mayor

Date: _____

Robert Taylor, City Attorney

Date: _____

Multnomah County

Approved as to form

Jessica Vega Pederson, Chair

Date: _____

Jenny Madkour, County Attorney

Date: _____

EXHIBIT 1
Goals and Measurable Outcomes

The Parties agree they will leverage their individual and collective resources to make progress on goals and outcomes detailed in the Homelessness Response Action Plan.

Homelessness Response Action Plan (HRAP) Outcomes:

- Informed by the latest data from the Homeless Management Information System (HMIS) database, adopt clear, achievable goals with measurable outcomes, including goals and outcome measures addressing a coordinated shelter strategy.
- Identify a baseline number of people experiencing unsheltered homelessness as of January 2024. (Completed as of January 2024 there were 5,398 people experiencing unsheltered homelessness in Multnomah County.)
- Shelter or place in housing 2,699 unsheltered people (the number of people equivalent to 50% of the unsheltered people on the by-name list) by December 31, 2025.
- Reduce unsheltered homelessness for priority populations listed below at a rate equal to or greater than that population's proportion of the overall population in the baseline number:
 - Black, African American or African
 - Native Hawaiian or other Pacific Islander
 - American Indian, Alaskan Native, or Indigenous
 - Latina/Latino/Latinx/Latine
 - Asian, Asian American
 - Adults over the age of 55
 - LGBTQIA2S+
- Increase exits from adult shelter to permanent housing by 15% by December 31, 2025.
- Ensure 75% of people housed in permanent supportive housing retain their housing 24 months after placement.

EXHIBIT 2
FY 2024-25 City Funding Uses by JOHS

In FY 2024-25 only, the City will allocate \$25,186,923 of ongoing funding to JOHS. Additionally, JOHS will use \$6,000,000 in FY 2023-24 carryover (One-Time-Only) from the City, bringing the total funding to \$31,186,923. Below are the uses of Funding that JOHS plans to submit to the City of Portland Housing Bureau for FY 2024-25.

Program Offer	City FY 2025 Total
Safety Off the Streets - Adult Emergency Shelter in the City of Portland	\$20,334,933
Safety On the Streets - Outreach and Engagement in the City of Portland	\$6,505,925
Specialized Transitional and Permanent Housing in the City of Portland ¹	\$4,346,065
Total	\$31,186,923

Details on Program Offers

Safety off the Streets - Adult Emergency Shelter in the City of Portland			
Description	Amount	Units	Notes
Adult Winter Shelter Strategy	\$1,330,200		Between the Adult Winter Strategy (this line) and the Imago Dei/BCC (below) approx/up to 400 winter/severe weather emergency beds
Severe Weather Emergency Shelter: Assumes 20 Days (Imago Dei/Bud Clark Commons - 125 Beds each)	\$151,215		
Winter Shelter & Severe Weather	\$107,360		
B537 Market Street Shelter (110) Operations	\$4,401,401	110	
Beacon Village Operations	\$570,510	10	
Kenton Women's Village (15) Site Management	\$244,365	15	
Winter Recuperative Care Program (RCP)	\$59,390		9 served with stable housing and support services

¹ Includes \$2,313,661 Service Coordination Team funding and \$263,441 Recreational Cannabis Tax funding

Safety off the Streets - Adult Emergency Shelter in the City of Portland (cont'd)			
Description	Amount	Units	Notes
Arbor Lodge (106) Operations	\$2,585,001	106	
B532 Rosewood/Rodeway Shelter (120) Operations	\$3,770,255	120	
St. John Village (19) Operations	\$454,315	19	
Trans Specific Shelter Services	\$283,865		20 households with transgender and nonbinary people experiencing homelessness. This represents the City's commitment between the City and County to fund a partnership among JOIN and Black and Beyond the Binary Collective to address housing instability in the transgender community.
B540 Laurelwood Center - 27% of the total Operations	\$597,165	32	The other 88 units are funded with SHAP, CGF and MSHS
Clark Center Men's Shelter (90) Operations	\$1,150,530	90	
Doreen's Place Men's Shelter (90) - Bud Clark Commons	\$1,500,829	90	
Jean's Place Women's Shelter (60) Operations	\$1,316,310	60	
Avalon (12) Operations	\$388,150	12	
Parkrose Community Village (12) Operations	\$397,730	12	
		676	Year-round shelter bed
JOHS Personnel	\$714,275	4.50	FTE
JOHS Admin	\$312,066		
Total	\$20,334,933		

Safety on the Streets - Outreach and Engagement in the City of Portland			
Description	Amount	Units	Notes
Intensive Street Engagement Program (ISEP) <u>Supportive Housing</u>	\$489,560	20	households retained in permanent housing
Mental Health Street Outreach Team/Intensive Street Engagement Program (ISEP) Operations incl rent/client asst	\$1,154,030	53	permanent housing placements
Adult System - Health Connections Emergency Room Discharge Planning	\$254,080	50 20 30	provided temporary shelter placed into permanent housing connected to health service provider
Street Care Team and Medical Care Coordinator	\$410,080	240	unsheltered individuals engaged with health-related services
Adult System - Peer Health Navigators	\$57,995	200	connected to health service provider
Adult System - Ticket Home	\$178,630	300	provided with a one-way ticket home
Bud Clark Commons - Day Center	\$1,786,525	6,000	served with day services
Navigation Team	\$1,710,350	350	unsheltered people served with system navigation
JOHS Personnel	\$323,387	2.25	FTE
JOHS Admin	\$141,288		
Total	\$6,505,925		

Specialized Transitional and Permanent Housing in the City of Portland			
Description	Amount	Units	Notes
Alcohol & Drug Free Community Housing (ADFC)	\$488,570	90	90 permanent housing placements,
Employment Recovery Program (ERP)	\$269,485	120	120 enrolled in permanent or transitional housing programs
Service Coordination Team - Housing Rapid Response (HRR)	\$2,525,160	30 15	30 low-barrier transitional housing units, 15 transitions to permanent housing
Bud Clark Commons Rent Assistance - serves 500 people	\$1,062,850	575	575 placed/retained in permanent housing
Total	\$4,346,065		

**EXHIBIT 3
Additional Program Funding Order Form**

Below is the form the Parties will use to memorialize Additional Program Funding Orders, which set forth the Parties' agreement to make additional Program Funding commitments under the Agreement, including, as appropriate, the KPIs, measurable goals, and outcomes that apply to the additional Program Funding commitment.

Budget & Invoice Packet

GENERAL SUPPLIER INFORMATION

01/00/1900 to 01/00/1900

Items/Fields marked with a red astrisk (*) are required on this page to auto populate required data to the Budget Detail and Invoice Tabs.

Prepared by:	<input type="text"/>	Revision Version:	<input type="text"/>
Date Submitted:	<input type="text"/>	Program Approval by:	<input type="text"/>
		Approval Date:	<input type="text"/>

1) Enter Supplier/Billing Information

*Supplier:	<input type="text"/>	*Supplier ID:	<input type="text"/>
*Street Address:	<input type="text"/>	*Purchase Order:	<input type="text"/> ← <i>Enter last</i>
*City, State ZIP:	<input type="text"/>	*Contract Number:	<input type="text"/>
Contact Name:	<input type="text"/>	Agreement Effective:	<input type="text"/>
Contact Person Title:	<input type="text"/>	Agreement Expiration:	<input type="text"/>
Contact Email:	<input type="text"/>		
Contact Phone:	<input type="text"/>		
Authorized Signer:	<input type="text"/>		
Authorized Signer Title:	<input type="text"/>		

2) Budget Detail

Line Number	Description	Budget Amount	Funding Source	Spend Category	Culturally Specific Services
Line 1					--Select--
Line 2					--Select--
Line 3					--Select--
Line 4					--Select--
Line 5					--Select--
Line 6					--Select--
Line 7					--Select--
Line 8					--Select--
Line 9					--Select--
Line 10					--Select--
Total		\$	-		

EXHIBIT 4
Contact Information for Notices

If to the City of Portland:

City of Portland
Mayor's Office
1221 SW 4th Avenue, Suite 340
Portland, Oregon 97204
Email: mayorwheeler@portlandoregon.gov
Phone No.: 503-823-4120

and:

City of Portland
Mayor's Office
1221 SW 4th Avenue, Suite 340
Portland, Oregon 97204
Email: Skyler.Brocker-
Knapp@portlandoregon.gov
Phone No.: 503-823-4120

With copies to:

City of Portland
Office of the City Attorney
1221 SW 4th Avenue, Suite 430

Portland, Oregon 97204
Attn: Robert Taylor
Email: robert.taylor@portlandoregon.gov
Phone No.: 503-823-3089

If to Multnomah County:

Multnomah County
Office of the County Chair
501 S.E. Hawthorne Blvd., Suite 600
Portland, Oregon 97214
Email: mult.chair@multco.us
Phone No.: 503-988-3308

and:

Multnomah County
Finance and Risk Management Division
501 S.E. Hawthorne Blvd., Suite 400
Portland, Oregon 97214
Attn: Chief Financial Officer
Email: eric.j.arellano@multco.us
Phone No.: 503-988-6229

With copies to:

County Attorney
501 S.E. Hawthorne Blvd., Suite 500
Portland, Oregon 97214
Attn: Jenny Madkour
Email: jenny.m.madkour@multco.us
Phone No.: 503-988-3138

EXHIBIT 5
Program Transfers

As set forth in this **Exhibit 5**, the Parties agree that the County will propose in FY 2025-26 the transfer of operational responsibility beginning on July 1, 2025, for the City Programs listed below.

<i>Site Name</i>	<i>Operational Cost FY 2024-25</i>	<i>Operational Cost FY 2025-26</i>	<i>Operational Cost FY 2026-27</i>
<i>(Units)</i>			
Menlo Park <i>(50 sleeping units)</i>	\$3,200,000	\$3,296,000	\$3,395,000
Multnomah Village <i>(100 sleeping units)</i>	\$5,425,000	\$5,588,000	\$5,756,000
Queer Affinity <i>(35 sleeping units; may expand to 60)</i>	\$3,000,000	\$3,530,000	\$3,636,000
Reedway <i>(120 sleeping units)</i>	\$4,850,000	\$4,996,000	\$5,146,000
BIPOC Village <i>(38 sleeping units)</i>	\$2,475,000	\$2,550,000	\$2,626,000
Clinton Triangle <i>(162 sleeping units)</i>	\$8,995,300	\$9,206,000	\$9,483,000

North Portland Road (90 sleeping units, 70 RVs)	\$8,831,400	\$9,089,100	\$9,362,000
Total	\$36,736,700	\$38,255,100	\$39,404,000

Details:

- Funding from the City to the County for FY 2024-25 will be spent as described in **Exhibit 2**.
 - Administrative Costs – for both existing JOHS and City Shelter Services Team - are not included in the table above and will be borne by the County and City, respectively.
 - Costs for Queer Affinity assume an expansion to a total of 60 units by January 2025.
1. **PROGRAMMING AUTHORIZATION.** Within 210 days of the Effective Date, and as needed, the Parties’ respective governing boards shall have ratified by ordinance the transfer of the City Programming set forth in the table above to the County. Failure to obtain ratification will not be fatal if either Party has already begun and is making progress toward ratification; however, the delaying Party must provide notice and progress reports to the non-delaying Party. If it does not appear ratification will be approved by either Party’s governing body, the Party whose governing body does not approve shall provide immediate notice to the other Party.
 2. **PROGRAMMING TRANSITION.** Provided the authorizations required under **Section 1** above are given and any associated contract is approved by the Parties’ respective governing bodies, transition of the City Programming to the County shall occur in stages, as provided in this section. In addition to the below stages, the Parties shall cooperatively develop a plan to facilitate the joint planning process, including referral access, by the Parties. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community.
 - 2.1. Within 30 days of the approvals described above, the Parties will coordinate on ensuring that written notice is provided to all service contract partners providing the City Programming to be transferred about the Programming's transition to the County. Such notice should provide recipients with any new or different contact information for the Programming.
 - 2.2. After the notice described in **Section 2.1** above is provided, the Parties will work on a plan to provide for an orderly transition of responsibilities from the City to the County for the City Programming. The planning method should proceed along the lines of a project management approach to facilitate the joint planning

process by the Parties. The transition plan shall identify and address any personnel, capital equipment, workload and any other issues related to the transition.

- 2.3. The Parties will endeavor to complete the Programming transition within one year of the approvals described above.

EXHIBIT 6
Responsibilities Upon Termination

As provided in **Section 2.2.1**, upon termination of the Agreement, the County will return to the City any and all operations it performs at the shelters. The shelters at which such operations are performed are listed below.

<i>Site Name</i>	<i>Operational Cost FY 2024-25</i>	<i>Operational Cost FY 2025-26</i>	<i>Operational Cost FY 2026-27</i>
<i>(Units)</i>			
Menlo Park <i>(50 sleeping units)</i>	\$3,200,000	\$3,296,000	\$3,395,000
Multnomah Village <i>(100 sleeping units)</i> <i>(TASS #3)</i>	\$5,425,000	\$5,588,000	\$5,756,000
Queer Affinity <i>(35 sleeping units;</i> <i>may expand to 60)</i>	\$3,000,000	\$3,530,000	\$3,636,000
Reedway <i>(120 sleeping units)</i> <i>(TASS #4)</i>	\$4,850,000	\$4,996,000	\$5,146,000
BIPOC Village <i>(38 sleeping units)</i>	\$2,475,000	\$2,550,000	\$2,626,000
Clinton Triangle <i>(162 sleeping units)</i> <i>(TASS #1)</i>	\$8,995,300	\$9,206,000	\$9,483,000
North Portland Road <i>(90 sleeping units,</i>	\$8,831,400	\$9,089,100	\$9,362,000

70 RVs) (TASS #2)			
Total	\$36,736,700	\$38,255,100	\$39,404,000

The operations at the above shelters will be at or above the level of operations existing in FY 2024-25, unless otherwise mutually agreed. Neither Party is required to continue any operations at the shelters beyond the end of the Fiscal Year in which Agreement termination occurs.

Details:

- After Agreement termination, the City will accept responsibility for at least 665 shelter units equal to or greater than the amount of then current Fiscal Year projected operational costs, plus an Inflation Factor increase.
 - Changes to the above identified Programming, including to names, service locations, and associated Services Providers, do not relieve the City of its obligation hereunder to accept transfer of operations from the County and responsibility for the identified shelter operations.
 - The operational costs listed in the table above include various costs including but not limited to: contractor operations, pest control, lease, facility management (maintenance & repairs), and utilities.
1. PROGRAMMING AUTHORIZATION. Within 210 days of the Effective Date, and as needed, the Parties' respective governing boards shall have ratified by ordinance the transfer of the Programming set forth in the table above to the City. Failure to obtain ratification will not be fatal if either Party has already begun and is making progress toward ratification; however, the delaying Party must provide notice and progress reports to the non-delaying Party. If it does not appear ratification will be approved by either Party's governing body, the Party whose governing body does not approve shall provide immediate notice to the other Party.
 2. PROGRAMMING TRANSITION. Provided the authorizations required under **Section 1** above are given and any associated contract is approved by the Parties' respective governing bodies, transition of the Programming to the City shall occur in stages, as provided in this section. In addition to the below stages, the Parties shall cooperatively develop a plan to facilitate the joint planning process by the Parties. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community.
 - 2.1. Within 30 days of the approvals described above, the Parties will coordinate on ensuring that written notice is provided to all service contract partners providing the Programming to be transferred about the Programming's transition to the

City. Such notice should provide recipients with any new or different contact information for the Programming.

- 2.2. After the notice described in **Section 2.1** above is provided, the Parties will work on a plan to provide for an orderly transition of responsibilities from the County to the City for the Programming. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by the Parties. The transition plan shall identify and address any personnel, capital equipment, workload and any other issues related to the transition.
- 2.3. The Parties will endeavor to complete the Programming transition within one year of the approvals described above.

ADDENDUM A

HRS Glossary

Adult Shelter refers to shelter services (see “shelter services”) for adults over the age of 18 who do not have minor children in their custody and/or who are not being served by other systems (e.g., transition age youth or survivors of domestic or sexual violence).

Adult System of Care means the system of homeless services for people over the age of 18 who do not have minor children in their custody and/or who are not being served by other systems (e.g. transition age youth or survivors of domestic or sexual violence).

Affordable Housing means housing for which the occupant is paying no more than 30 percent of gross income for housing costs, including utilities.

Chronically Homeless means:

1. A homeless individual with a disabling condition who:
 - 1.1. Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
 - 1.2. Has been homeless and living as described in paragraph (1)(i) of this definition continuously for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (1)(i). Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;
2. An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
3. A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

Disabling Condition can include a physical, psychological or cognitive disability, a chronic illness, or an addiction.

Family System of Care means the system of homeless services for households with children or dependents under the age of 18.

Homelessness means:

1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - 1.1. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
 - 1.2. An individual or family living in a supervised publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or
 - 1.3. An individual who is exiting an institution and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution. (People in institutions for longer than 90 days retain their homeless status)
2. An individual or family who will imminently lose their primary nighttime residence, provided that:
 - 2.1. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
 - 2.2. No subsequent residence has been identified; and
 - 2.3. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;
 - 2.4. Anyone who has received an eviction, including households that are doubled up
3. Any individual or family who:
 - 3.1. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
 - 3.2. Has no other residence.

Outreach and Engagement is a field-based process of building a personal connection with someone who is currently living with unsheltered homelessness and related health or social concerns with the goal of supporting a person to make changes to improve their housing status or address other health or social challenges. “*Engagement*” commonly means engagement in services or the process of building a safe, trusting relationship.

Permanent Housing (PH) means ongoing housing for people experiencing homelessness where the participant signs a lease or sub-lease. There are a range of PH program models including, but not limited to, Permanent Supportive Housing and Rapid ReHousing. PH programs typically offer short or long-term rental assistance and support services.

Permanent Supportive Housing (PSH) means deeply affordable permanent housing with supportive wrap-around services to assist persons experiencing homelessness who have a significant disabling condition(s) to live independently. “*Deeply affordable*” means the units are available for households with 30% Area Median Income (**AMI**) or less. Supportive services are designed to meet the needs of participants and will be offered for the entire duration of program participation. PSH may be single site, scattered site, or clustered, and can be integrated with market-rate units and affordable units. Housing assistance can be project-based or tenant-based.

Rapid ReHousing (RRH) means a type of housing assistance for people experiencing homelessness where the participant receives flexible short to medium term rental assistance, funds to cover move-in expenses and overcome other financial barriers to housing access, and housing case management services. Services include assistance with housing searches, landlord negotiation, financial support for rent and move-in expenses, and post-placement stabilization services, including managing household finances, addressing maintenance issues and resolving landlord disputes.

Recovery-Oriented Transitional Housing means temporary housing with supportive recovery-oriented services for people experiencing homelessness who have a substance use disorder and are seeking this type of program. The housing and services are short-term, typically 24 months or less, and designed to facilitate a person's transition to permanent housing.

Rental Assistance means financial assistance that provides the difference between the monthly rental rate and the tenant’s designated rental contribution (typically set at 30% of household income).

Shelter Services include a number of interventions that create safe options for people to be indoors and out of the elements either 24/7, overnight only or during daytime hours. This includes congregate sheltering models, motel sheltering programs, or pod village models (alternative sheltering). Shelters are staffed to provide support to shelter guests, and many shelters also provide support in service navigation and support with housing placement.

Supportive Housing means affordable and/or subsidized housing with supportive wrap-around services that can take the form of permanent supportive housing and less permanent forms of housing, including but not limited to recovery-oriented transitional housing.

Transitional Housing (TH) means temporary housing and supportive services for people experiencing homelessness. The housing and services are short-term, typically 24 months or less, and designed to facilitate the participant's transition to permanent housing. TH programs are often specialized to serve a particular population such as households in recovery from substance use disorder, youth or veterans.

Supportive Services means comprehensive services offered to residents for the purpose of enhancing the residents' ability to meet the conditions of tenancy and achieve housing stability. Supportive services are offered voluntarily and are tailored to address the specific needs of each individual tenant. Services may include, but are not limited to:

- a. case management;
- b. mental health treatment and services;
- c. medical care;
- d. supports such as benefits advocacy and income support assistance; and
- e. assistance in obtaining other resources and support for residents such as child care, transportation, job training and job placement.

Survivors of Domestic or Sexual Violence System of Care means the system of homeless services for survivors of domestic violence, dating violence, sexual assault, and stalking, as well as their children and/or dependent, in need of safe, stable housing.

Youth System of Care means the system of homeless services for youth between the ages of 15–24 years old.

ADDENDUM B
Homelessness Response Action Plan