

INTERGOVERNMENTAL CONTRACT

This is an Agreement between the City of Portland Bureau of Housing and Community Development (City) and Multnomah County (County).

PURPOSE:

The purpose of this agreement is to assist in providing funding to the City of Portland for staffing and support for the Housing and Community Development Commission (HCDC) as well as lead responsibility for completion of the annual Action Plan FY2009-2010 and performance reports as requested by HUD.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from July 1, 2008 to June 30, 2009.
2. **RECITALS:** HCDC 2008-2009 and Development of Action Plan FY 2009-2010
 - a. In 1990, the U.S. Congress passed the National Affordable Housing Act requiring entitlement jurisdictions under the federal Community Development Block Grant program to prepare and adopt Comprehensive Housing Affordability Strategies (CHAS). The CHAS required local communities to identify five-year and one-year affordable housing goals.
 - b. In 1991, the County, City and Gresham adopted a single CHAS to set our community's affordable housing goals in a county-wide context.
 - c. Also in 1991, the County, City and Gresham formed a consortium (the CONSORTIUM) jurisdiction to receive and administer federal HOME Investment Partnership Program funds.
 - d. In 1992, the County, City and Gresham formally recognized their common interest in affordable housing issues by creating the Countywide Housing and Community Development Commission (HCDC). The HCDC serves as the community's primary policy forum to address affordable housing issues in Multnomah County through policy development, resource coordination, and citizen representation from all three jurisdictions.
 - e. In 1992, the County, City and Gresham further reinforced our community's interest in a comprehensive approach to affordable housing issues by designating the Housing Authority of Portland (HAP) as a County-wide public housing authority.
 - f. In 1992, HAP joined the County, City and Gresham in an intergovernmental agreement (IGA) to facilitate the administration and implementation of the HCDC by coordinating personnel resources.
 - g. In 1993 the County, City and Gresham, pursuant to a new federal mandate adopted a new Countywide CHAS. The CHAS built on the previous one and clarified the community's affordable housing goals.
 - h. In 1994, the County, City and Gresham entered into an IGA to support administration of the HCDC and update the CHAS.

- i. In 1994, HUD required the preparation of a Consolidated Plan (PLAN), in lieu of the CHAS, to set forth the affordable housing strategies for the CONSORTIUM and community development strategies for each jurisdiction.
 - j. In FY 1994-1995, the City, with financial support from the CONSORTIUM, prepared the PLAN and provided support to the HCDC.
 - k. From 1995-2000, the City with financial support from the CONSORTIUM updated the PLAN, prepared one-year Action Plans each fiscal year, and provided support to HCDC.
 - l. In FY 1999-2000, the City, with financial support from the CONSORTIUM, prepared a PLAN for the five-year period commencing July 1st, 2000 and concluding June 30, 2005.
 - m. From FY 2000-2005, the City, with financial support from the CONSORTIUM updated the PLAN, prepared one-year Action Plans each fiscal year and provided support to HCDC.
 - n. In FY 2004-2005, the City, with financial support from the CONSORTIUM, prepared a PLAN for the five-year period commencing July 1st, 2005 and concluding June 30, 2010. From, 2005-2008, the City updated the PLAN, prepared one-year Action Plans each fiscal year, provided support to HCDC, and updated the 1993 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING.
 - o. The County and the City desire to enter into an agreement to provide financing for PORTLAND to take lead responsibility for coordination and completion of the One Year Action Plan 2009-2010, as well as other plans and performance reports requested of the CONSORTIUM by HUD during FY 2008-2009.
3. **ADMINISTRATION AND OPERATION OF THE HCDC AND PREPARING AND UPDATING THE PLAN.** The Parties to this agreement shall facilitate the administration and operation of the HCDC and preparation and updating of the PLAN by the following:
4. **RESPONSIBILITIES OF CITY.** The City agrees to:
- a. implement the Scope of Work as described in Exhibit 1; and
 - b. provide staff support as described in Exhibit 1.
5. **RESPONSIBILITIES OF COUNTY.** The County agrees to:
- a. participate in implementing the Scope of Work as described in Exhibit 1 as coordinated by the City,
 - b. participate in the development of recommendations for policies and strategies to address the housing and community development needs of low/moderate-income residents of Multnomah County, including the work groups formed to carry out the recommendations of the updated ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING; and
 - c. provide funding support for 2008-2009 in the amount of FIVE THOUSAND FOUR HUNDRED EIGHTY-SIX DOLLARS (\$5,486). Payments shall be made monthly on a per-invoice cost reimbursement basis.

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

MULTNOMAH COUNTY, OREGON

CITY OF PORTLAND, OREGON

By *Patrick Henry for James Heller 7/23/08*
 Title _____

By _____
 Title _____

Reviewed:
 APPROVED BY
PATRICK HENRY 7-18-08
 PATRICK HENRY, COUNTY ATTORNEY
 FOR MULTNOMAH COUNTY

Approved as to form:
 APPROVED AS TO FORM
Linnea K. Brown
 LINNEA K. BROWN
 CITY ATTORNEY

**HCDC and Consolidated Plan FY 2008-2009
Proposed Scope of Work**

Program Management

- A. Coordinate monthly HCDC meetings; provide staff support to HCDC committees.
- B. Manage HCDC work plan and perform or assign work plan tasks.
- C. Take lead responsibility for coordination and completion of inter-jurisdictional Action Plans FY 2009-2010 and performance reports as requested of the consortium by HUD.
- D. Manage professional service contracts.
- E. Serve as liaison between HCDC and jurisdictions.

Clerical Assistant

- A. Provide clerical support including minutes and mailings for HCDC and related committees.
- B. Maintain database of HCDC mailing list.
- C. Assist in compilation of the Action Plan FY 2009-2010 and performance reports as required by HUD.

Special Population/Homeless Housing Planning

- A. Assist in the creation and implementation of appropriate housing resources/options for various populations -- "continuum of care." (For example, homeless people, those with HIV/AIDS).
- B. Play a lead role in the assessment and evaluation of housing programs that receive public funds.
- C. Facilitate local response to federal Notices of Funds available pertaining to housing assistance (e.g. McKinney Consolidated Application).
- D. Coordinate reports to HUD and plan for homeless and others with special needs.
- E. Assist in development of the Consolidated Annual Performance and Evaluation Report (CAPER).
- F. Advise HCDC on housing issues as related to populations who are homeless or have other special needs.
- G. Staff the HCDC Evaluation Committee on the McKinney process, the Coordinating Committee of the Ten Year Plan to End Homelessness, and/ or other committees as may be designated to address countywide homelessness issue.

- H. Coordinate the implementation of the corrective actions identified in the HUD required Identification of Impediments to Fair Housing Report countywide and prepare related performance reports as required.
- I. Conduct research, provide information and reports as needed.
- J. To assist with Special Populations/Homeless Housing Planning, the City of Portland shall provide supervision and assist in planning coordination with Multnomah County and the City of Gresham.

Housing Planning

- A. Provide market housing inventory, countywide demographic information, economic trends, and industry trends, as needed.
- B. Provide research as needed on zoning and policy issues with countywide impact for advice to HCDC (e.g. regional growth issues, property tax abatement, fee waivers, State legislative issues).

HCDC AND CONSOLIDATED PLAN BUDGET

FY 2009-2010

	Portland	Gresham	Multnomah County	TOTAL
FY 09-10 CDBG	\$10,046,053	\$871,146	\$299,395	\$11,216,594
Jurisdiction Pro Rata Share % of Total CDBG Award	89.6%	7.8%	2.6%	100%
Pro Rata Share % of HCDC Budget Total = \$211,000	\$189,056	\$16,458	\$5,486	\$211,000



IGA Contract

Vendor Address

PORTLAND CITY OF BUREAU OF
HOUSING & COMM DEVELOPMENT
421 SW 6TH STE 1100A
PORTLAND OR 97204

Information

Contract Number 4600007373
Date 07/03/2008
Vendor No. 11993
Contact/Phone OSCP Services /
Validity Period: 07/01/2008 - 06/30/2009
Minority Indicator: Not Identified

Estimated Target Value: 5,486.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	<p>FY 07/08 contract #4600006855 Program Contact: Carol Cade, 503.988.6295, ext. 26598</p> <p>HCDC Admin Support</p> <p>Plant: F010 County Human Services Requirements Tracking Number: CDBG Requisition #: 10044614 Per Invoice/Cost Reimbursement</p>	5,486.000	Dollars	\$ 1.0000



Bill to and ship to addresses are the same unless otherwise specified below.

Release Order

Vendor Address

PORTLAND CITY OF BUREAU OF
HOUSING & COMM DEVELOPMENT
421 SW 6TH STE 1100A
PORTLAND OR 97204

Release Order 4500105921
Date 07/03/2008
Vendor No. 11993
Buyer/Phone OSCP Services /
Validity End Date 06/30/2009
Incoterms FOB Destination

Ship To:
 Multnomah County
 County Human Services
 421 SW Oak 6th Floor
 Portland OR 97204
 Fax: 503-988-3379

Bill To or Other Special Instructions:
 Program Contact:
 Carol Cade
 503.988.6295, ext. 26598

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
0001	HCDC Admin Support Tracking# CDBG G/L# 60170 WBS: SCPCHHFB.HUDCDBG.AD Release order against contract 4600007373 Item 00001 <i>Per Invoice/Cost Reimbursement</i>	5,486.000	USD	\$ 1.0000	\$ 5,486.00
				Total	<u>\$ 5,486.00</u>