

City of Gresham Agreement No. 5291

GOVERNMENT CONTRACT (Non-190 AGREEMENT)

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This is an Agreement between the City of Portland (Portland) and the City of Gresham (Gresham).

PURPOSE: The purpose of this agreement is to assist in providing funding to the City of Portland for staffing and support for a quarterly multi-jurisdictional committee as well as lead responsibility for the Five year Consolidated Plan 2011-2016, including an updated Analysis of Impediments to Fair Housing and Citizen Participation Plan and annual Action Plan FY 2012-13 and performance reports as requested by HUD.

The parties agree as follows:

1. **TERM:** The term of this agreement shall be from July 1, 2011 to June 30, 2012.
2. **RECITALS: Analysis of Impediments to Fair Housing Plan, Citizen Participation Plan, Consolidated Plan 2011-2016 and Action Plan FY 2012-2013**
 - a. In 1990, the U.S. Congress passed the National Affordable Housing Act requiring entitlement jurisdictions under the federal Community Development Block Grant program to prepare and adopt Comprehensive Housing Affordability Strategies (CHAS). The CHAS required local communities to identify five-year and one-year affordable housing goals.
 - b. In 1991, Multnomah County (the County), Portland, and Gresham adopted a single CHAS to set our community's affordable housing goals in a county-wide context.
 - c. Also in 1991, the County, Portland, and Gresham formed a consortium (the Consortium) jurisdiction to receive and administer federal HOME Investment Partnership Program funds.
 - d. In 1992, the County, Portland, and Gresham formally recognized their common interest in affordable housing issues by creating the County-wide Housing and Community Development Commission (HCDC) to serve as the community's primary policy forum to address affordable housing issues in Multnomah County. HCDC was charged with policy development and resource coordination, and included citizen representation from all three jurisdictions.
 - e. In 1992, the County, Portland, and Gresham further reinforced 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, Portland, and Gresham in an intergovernmental agreement (IGA) to facilitate the administration and implementation of HCDC by coordinating personnel resources.
 - g. In 1993 the County, Portland, and Gresham, pursuant to a new federal mandate, adopted a new County-wide CHAS. The CHAS clarified the community's affordable housing goals.

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- h. In 1994, the County, Portland, and Gresham entered into an IGA to support administration of HCDC and update the CHAS.
- i. In 1994, HUD required the preparation of a Consolidated Plan (the Plan), in lieu of the CHAS, to set forth the affordable housing and anti-poverty strategies for the Consortium and community development strategies for each jurisdiction.
- j. In FY 1994-1995, Portland, with financial support from the Consortium, prepared the Plan and provided support to HCDC.
- k. For the five fiscal years commencing July 1, 1995 and concluding June 30, 2000, with financial support from the Consortium, Portland updated the Plan, prepared annual Action Plans, and provided support to HCDC.
- l. In FY 1999-2000, Portland, with financial support from the Consortium, prepared a Plan for the five-year period commencing July 1, 2000 and concluding June 30, 2005, and provided support to HCDC.
- m. For the five fiscal years commencing July 1, 2000 and concluding June 30, 2005, with financial support from the Consortium, Portland updated the Plan, prepared annual Action Plans, and provided support to HCDC.
- n. In FY 2004-05, with financial support from the Consortium, Portland prepared a Plan setting forth anti-poverty, affordable housing and non-housing community development strategies for the Consortium for the five-year period commencing July 1, 2005 and concluding June 30, 2010, and provided support to HCDC.
- o. In FY 2005-06, Portland, with financial support from the Consortium, prepared a one-year plan for FY 2006-07, and provided support to HCDC. Portland also implemented HUD directives regarding use of the CPMP tool, reporting of outcome measures using HUD prescribed categories, and reporting on efforts to address chronic homelessness.
- p. Over the period 2004-06, Portland, with financial support from the Consortium, updated the "Analysis of Impediments to Fair Housing" for the Consortium. The fair housing plan calls for additional proceedings over the coming years to address issues that were raised, but not resolved, in the course of developing the Updated Analysis of Impediments.
- q. In FY 2006-07, Portland, with financial support from the Consortium, prepared a one-year plan for FY 2007-08, and provided support to HCDC.
- r. In FY 2007-08, Portland, with financial support from the Consortium, prepared a one-year plan for FY 2008-09, and provided support to HCDC.
- s. In FY 2008-09, Portland, with financial support from the Consortium, prepared a one-year plan for FY 2009-10, and provided support to HCDC.
- t. In FY 2009-2010, Portland, with financial support from the Consortium, prepared a one-year plan for FY 2010-2011. An extension was granted for the Consolidated Plan with an allowance for one more annual Action Plan.

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- u. In 2010-2011, Portland notified its jurisdictional partners that it was dissolving HCDC. Portland created a new jurisdictional advisory commission, the Portland Housing Advisory Commission. Portland also began a process of consulting with the other members of the Consortium regarding the development of a new interjurisdictional body to oversee the public involvement functions required of consortiums by HUD and previously performed by HCDC.
 - v. Gresham and Portland entered into an agreement to provide financing for Portland to take lead responsibility during FY 2010-11 for coordination and completion of the Consolidated Plan 2011-2016 and one-year Action Plan FY 2011-12, and other plans and performance reports as requested of the consortium by HUD.
 - w. In 2011-2012, Gresham and Portland now desire to enter into an agreement to provide financing for Portland to take lead responsibility during FY 2011-12 for maintaining and updating the Consolidated Plan 2011-2016 and one-year Action Plan FY 2012-13, and other plans and performance reports as requested of the consortium by HUD.
3. **ADMINISTRATION AND OPERATION OF THE FEDERAL FUNDING OVERSIGHT COMMITTEE AND UPDATING THE PLAN:** The Parties to this agreement shall facilitate the administration and operation of a Federal Funding Oversight Committee, and preparation and updating of the Consolidated Plan, including the Analysis of Impediments to Fair Housing and Citizen Participation Plan.
4. **RESPONSIBILITIES OF PORTLAND:** Portland agrees to:
- i. implement the Scope of Work as described in Exhibit 1; and
 - ii. provide staff support as described in Exhibit 1.
5. **RESPONSIBILITIES OF GRESHAM:** Gresham agrees to:
- i. participate in implementing the Scope of Work as described in Exhibit 1, as coordinated by Portland;
 - ii. appoint two public members of its Community Development and Housing Subcommittee to serve on the Federal Funding Oversight Committee;
 - iii. designate one or more staff persons to attend quarterly meetings of the HUD Federal Funding Oversight Committee and such public hearings of the Committee as may be scheduled to meet the requirements of the Consortium's Citizen Participation Plan, consistent with HUD regulations;
 - iii. participate in the development of recommendations for policies and strategies to address the housing and non-housing community development needs of low/moderate-income residents of the City of Gresham; and
 - iv. provide funding support for 2011-12 in the amount of TEN THOUSAND DOLLARS (\$10,000).
6. **TERMINATION:** This agreement may be terminated by either party upon thirty (30) days' written notice.
7. **INDEMNIFICATION:** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Gresham

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shall indemnify, defend and hold harmless Portland from and against all liability, loss and costs arising out of or resulting from the acts of Gresham, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Portland shall indemnify, defend and hold harmless Gresham from and against all liability, loss and costs arising out of or resulting from the acts of Portland, its officers, employees and agents in the performance of this agreement.

- 8. **INSURANCE:** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
- 9. **ADHERENCE TO LAW:** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
- 10. **NON-DISCRIMINATION:** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
- 11. **ACCESS TO RECORDS:** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
- 12. **SUBCONTRACTS AND ASSIGNMENT:** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
- 13. **THIS IS THE ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

CITY OF GRESHAM, OREGON

By *[Signature]*

Title Urban Design & Planning Dir.

CITY OF PORTLAND, OREGON

By *[Signature]*

Title _____

Reviewed:

[Signature]

RICK FAUS, SENIOR CITY ATTORNEY FOR CITY OF GRESHAM

APPROVED AS TO FORM

Approved as to form: *[Signature]*

~~LINDA MENG, CITY ATTORNEY FOR CITY OF PORTLAND~~
CITY ATTORNEY

LAVONNE GRIFFIN-VALADE, AUDITOR FOR CITY OF PORTLAND

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Exhibit 1**Consolidated Plan 2011-2016, Annual Action Plan FY 2012-2013, Analysis of Impediments to Fair Housing, Citizen Participation Plan and other plans as needed as part of the Consolidated Plan 2011-2016 and staffing of the Consortium and the Federal Funding Oversight Committee ("FFOC")****Portland Scope of Work**

Program management

- ❖ Coordinate quarterly Consortium meetings, to be scheduled at mutually convenient times.
- ❖ Provide orientation and staff support to Federal Funding Oversight Committee members for public hearings and other Consortium-related projects.
- ❖ Manage Consortium and Federal Funding Oversight Committee work plans and perform or assign work plan tasks.
- ❖ Coordinate liaisons to Federal Funding Oversight Committee from Multnomah County, the City of Gresham, the City of Portland, and the Housing Authority of Portland.
- ❖ Take lead responsibility for coordination and completion of the one-year Action Plans 2012-13, and other plans and performance reports as requested of the Consortium by HUD
- ❖ Manage professional service contracts related to accomplishments of scope of work.
- ❖ Facilitate communication between jurisdictions regarding Consortium related business.
- ❖ Coordinate responses to proposed regulatory changes.
- ❖ Comply with adopted regulatory changes.
- ❖ Ensure that the Consortium complies with its Citizen Participation Plan.
- ❖ Perform other tasks as needed to fulfill Consortium responsibilities.

Administrative support

- ❖ Provide clerical support including minutes and mailings for the Consortium and Federal Funding Oversight Committee as well as any other Consortium committee.
- ❖ Maintain database of mailing list as requested by HUD.
- ❖ Perform other tasks as needed to fulfill Consortium responsibilities.

Housing planning

- ❖ Provide market housing inventory, countywide demographic information, economic trends, and industry trends, as needed for planning purposes.
- ❖ Provide research as needed on policy issues with countywide impact for advice to consortium (e.g., regional growth issues, property tax abatement, fee waivers and State legislative issues).
- ❖ Assist in compilation of Consolidated Plan, NOFA responses, and performance reports.
- ❖ Perform other tasks as needed to fulfill Consortium responsibilities.

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

- ❖ Evaluate efforts to implement the recommendations of the Special Needs Reports.
- ❖ Assist in coordination of housing with services necessary for tenants to be successful in housing.
- ❖ Facilitate local response to federal Notice of Funds Availability pertaining to housing assistance (e.g., McKinney Consolidated Application).
- ❖ Perform other tasks as needed to fulfill Consortium responsibilities.