



INTERGOVERNMENTAL AGREEMENT

CITY OF PORTLAND INTERGOVERNMENTAL AGREEMENT NO.: _____

This Intergovernmental Agreement (Agreement) is entered into by and between the City of Portland, Oregon, acting by and through its City of Portland **Water Bureau (Water Bureau) and the Bureau of Environmental Services (BES)**, hereafter collaboratively called "City" and **Home Forward**, a public body corporate and politic of the State of Oregon, hereafter called "Home Forward". This Agreement is authorized pursuant to ORS 190.110 and becomes effective upon City Council approval and full execution of this document.

RECITALS

- A. Home Forward is led by a nine-member volunteer citizen commission. Members are appointed by the City of Portland, Multnomah County, and the City of Gresham. Home Forward is considered a housing authority under Oregon law.
- B. The City has worked with Home Forward in a very successful effort to address the City's objectives of ending homelessness and providing affordable housing.
- C. Home Forward administers the Short-Term Rent Assistance (STRA) Program, which utilizes community based agencies to provide financial assistance needed for application fees, deposits, move-in expenses, rent assistance, rent arrears and other miscellaneous to assist households that are homeless or at risk of homelessness.
- D. The City has had a commitment in supporting efforts to fund programs that assist households that are homeless or at risk of homelessness.
- E. This Agreement allows the City to provide Home Forward the financial assistance needed to assist households with rent assistance, which relates to water and sanitary sewer services as well as supports the City's Strategic Plan goals for assisting homeless individuals and families and low-income renters.
- F. Contingent upon City Council authorization, the City desires to enter into a formal Agreement with Home Forward in the not-to-exceed amount of \$640,000. Funding is available in the City's Fiscal Year 2018-19 and as required, will be requested in future fiscal year budgets by the Water Bureau and BES. The City's Fiscal Year (FY) is defined as July 1 through June 30 of the following year.

NOW, THEREFORE, THE PARTICIPANTS AGREE AS FOLLOWS:

1. STATEMENT OF WORK

This Agreement provides assistance through funding to Home Forward in supporting the goals of STRA. Funding from the City is being provided by BES and the Water Bureau. STRA will apply the funds towards one-time rent assistance in a 12-month period for participants whose rent includes water and sanitary sewer services and that are enrolled in and assisted by the STRA program.

2. TERM

Work shall commence on the effective date of this Agreement. The effective date of this Agreement shall be July 1, 2018. The expiration date of this agreement shall be June 30, 2023, unless otherwise determined by the City, and subject to the following procedures:

After the first year of the Agreement, an annual review shall take place. The City's Project Manager shall meet with Home Forward and review the Agreement to discuss the effectiveness of the program for the first year and any required improvements that can be made to the program. Based on the outcome of the review, the City's Project Manager shall determine if the Agreement shall continue for an additional year or if it is in the best interest of the City to terminate the Agreement. Continuation of the City's annual funding

commitment to this Agreement is contingent upon City funding availability and approval through the City's standard Budget Process, success of the program, and annual reviews. Upon the City's review and agreed acceptance to continue the Agreement, each year the City's Project Manager will provide a letter to Home Forward requesting the agency's acceptance to continue working with the City in support of the program through this Agreement. An amendment to the Agreement shall follow and require the approval and signature of both parties. This Agreement is subject to renewal only by mutual written agreement of the parties.

3. BILLING PROCEDURES AND COMPENSATION

- A. The City has authorized a total not-to-exceed amount of **\$640,000 for the first year of this Agreement**. Funding will be provided as follows: \$400,000 will be made available in the BES's FY 2018-19 Budget; and, funding in the amount of \$200,000 will be made available in the Water Bureau's FY 2018-19 Budget. \$40,000 will be made available in the City's FY 2018-19 General Fund Budget. The Water Bureau and BES shall request funds in FY 2019-20 through FY 2022-23 Budgets for each year of the Agreement, through each of the Bureau's standard Budget approval process.
- B. The City will pay Home Forward for expenses upon submission of an itemized quarterly invoice. Quarterly invoices shall include the Agreement number, brief detail explaining what the invoice supports and include legal name, property address, phone number, email address of Home Forward and Home Forward's Project Manager's name and contact information. Home Forward shall submit a quarterly progress report to the City's Project Manager, which is outlined further in Exhibit A of this Agreement. The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any invoice, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next payment until the dispute is resolved.
- C. Up to \$40,000 in funds may be used for personnel and overhead costs associated with Home Forward's administration of the STRA program into which the Water Bureau and BES's rent and rent arrears assistance will be incorporated. Home Forward may not request reimbursement for STRA personnel and overhead expenses amounting to more than 9% of requested reimbursement for rent and rent arrears assistance expenses.
- D. Funding for the work shall only be disbursed upon City Council approval via City Ordinance authorizing the Agreement, and quarterly payments. In the event this Agreement is terminated, all unexpended funds shall be returned to the City within 60 days of said termination.
- E. The City's policy is to pay its invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Home Forward shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at <http://www.portlandoregon.gov/bfs/article/409834?>.
- F. Upon verification of the data provided, the Payment Authorization shall authorize the City to deposit payment for services rendered directly into Home Forward's accounts with financial institutions. All payments shall be in United States currency.
- G. By the last business day of the month following the end of each quarter following the effective date, Home Forward shall submit to the City a quarterly invoice for expenses reimbursed to STRA contractor agencies during the previous month. Each invoice shall identify the work that has been completed per the terms of this Agreement.
- H. Invoices shall only be submitted to the City electronically. Email address is as follows:
wbaps@portlandoregon.gov
- I. Home Forward shall fully cooperate with a City Audit of the records at any time. The Home Forward shall also fully cooperate with an audit to account for all expenses if necessary.

4. NOTICES

Unless otherwise stated in this Agreement, the designees named below shall be the contact for all activities relating to the Work/Services to be performed under this Agreement.

Home Forward:

Name: Ian Slingerland
 Director of Homeless Initiatives
 Address: 135 SW Ash Street
 Portland, OR 97204
 Phone: (503) 825-8370
 Email: Ian.Slingerland@homeforward.org

City:

Name: Kathy Koch
 Water Group Manager
 Address: 1120 SW 5th Avenue, Room 600
 Portland, OR 97204
 Phone: (503) 823-3494
 Email: kathy.koch@portlandoregon.gov

5. TERMINATION

This Agreement may be terminated by either party. The City on thirty (30) days written notice may terminate this Agreement. Home Forward, on ninety (90) days written notice, may terminate this Agreement.

6. NON-DISCRIMINATION

In carrying out activities under this Agreement, neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, age handicap, familial status or national origin. Either party shall take affirmative actions to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color religion, sex, age, handicap, familial status or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

7. ACCESS TO RECORDS

Both parties and their duly authorized representatives shall have access to the books, documents, and records which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts and transcript.

8. INDEMNIFICATION

Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 7, and Oregon Tort Claims Act, ORS 30.260 through 30.300, the Home Forward shall indemnify, defend and hold harmless the City from and against all liability, loss and costs arising out of or resulting from the negligent or intentionally wrongful acts of the Home Forward, its officers, employees and agents in the performance of this agreement.

Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 9, and the Oregon Tort Claims Act (ORS 30.260 to 30.300) City shall indemnify, defend and hold harmless the Home Forward from and against all liability, loss and costs arising out of or resulting from the negligent or intentionally wrongful acts of City, its officers, employees and agents in the performance of this Agreement.

9. INSURANCE

Home Forward as an agency of the State of Oregon is self-insured through the State Insurance Fund, administered by Risk Management Division, Department of Administrative Services. All Home Forward personnel, officers and employees, acting within the scope of their employment are covered by the Oregon Tort Claims Act.

Home Forward is a subject employer under the Oregon Workers' Compensations law in compliance with ORS 656.017, and shall maintain workers' compensation insurance through the duration of this Agreement.

10. SUBCONTRACTING AND ASSIGNMENT

With the exception of work identified in the attached Exhibit A, Statement of Work, Home Forward shall not subcontract its work under this Agreement, with without the written consent of the other party. Home Forward shall assure that all subcontractors used to perform the services under this Agreement, meet the City Codes pertaining to permits, workmen's compensation, licensing, and all other requirements.

11. DISPUTES

The signatories to this Agreement shall expend their best efforts to amicably resolve any dispute that may arise under this Agreement. Any dispute that the signatories are unable to resolve shall be submitted to the Director of the Home Forward or his/her designee and the City of Portland's approving authority or their designated representative for resolution.

12. OREGON LAWS AND FORUM

This Agreement shall be construed according to the laws of the State of Oregon. Any litigation between the City and Home Forward arising under this Agreement or out of work performed under this Agreement shall occur, in the state courts, in the Multnomah Home Forward Court having jurisdiction thereof and if in the federal Courts, in the United States District Court for the State of Oregon.

13. FUNDS AVAILABLE AND AUTHORIZED

The City certifies that at the time the Agreement is written that sufficient funds are available or will be requested and authorized for expenditure to finance costs of this Agreement within current appropriation and limitation. In the event of non-appropriation, the City shall notify the Home Forward its intent to terminate this Agreement. The City's contribution is contingent upon receipt of approval by City Council and upon continuation of funding.

14. SEVERABILITY

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

15. COMPLIANCE WITH APPLICABLE LAW

Both parties shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement. Without limiting the generality of the foregoing, parties expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; (v) Any applicable sections of ORS Chapter 279, and (vi) all other applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.

16. FORCE MAJEURE

Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God and war which are beyond its reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

17. NO THIRD-PARTY BENEFICIARY

The City and Home Forward are the only parties to this Agreement and such are the only parties entitled to enforce its terms. Nothing contained in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

18. MERGER CLAUSE

This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written not specified herein regarding this Agreement.

19. AMENDMENTS

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The City and Home Forward may amend this Agreement at any time only by written amendment executed by the City and Home Forward. The City's Water Bureau Administrator, upon approval by City Council, is authorized to approve amendments for the City to this Agreement that do not increase the total Agreement amount above 25% of the original Agreement amount. The Home Forward shall submit a written request to the City's Project Manager prior to any amendments to the Agreement. Any amendment to the Agreement shall require the signature of both parties approving authorities.

20. OWNERSHIP OF DOCUMENTS

- A. The City and Home Forward shall jointly own any and all data, documents, plans copyrights, specifications, working papers, and any other materials produced in connection with this Agreement.
- B. The Home Forward, upon request by the City shall provide the City copies of the materials referred to above, including any electronic files containing the materials.

21. SEVERABILITY/SURVIVAL

If any of the provisions contained in this Agreement are held unconstitutional or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this Agreement for any cause.

22. CONFLICTS OF INTEREST

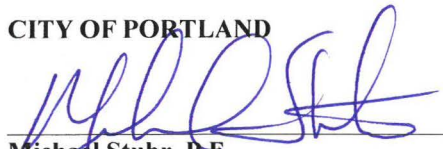
No City Officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this Agreement or the proceeds thereof. No board of director member or employee of the Home Forward, during his or her tenure or for one year thereafter, shall have any direct financial interest in the Agreement or the proceeds thereof. No City Officer or employees who participated in the award of this Agreement shall be employed by the Home Forward during this Agreement.

23. COUNTERPARTS

This Agreement may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement. The parties agree the City and Home Forward may conduct this transaction, including any amendments to the Agreement, by electronic means, including the use of electronic signatures.

APPROVING AUTHORITIES:

CITY OF PORTLAND


Michael Stuhr, P.E.
Portland Water Bureau Administrator


Date


Michael Jordan
Bureau of Environmental Services Director

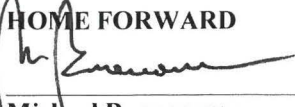

Date

APPROVED AS TO FORM:


City Attorney


Date

HOME FORWARD


Michael Buonocore
Executive Director


Date

EXHIBIT A
Statement of the Work

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General Information

The mission of Home Forward is to assure that the people of the community have shelter. Home Forward has a special responsibility to those who encounter barriers to housing because of income. Home Forward partners with more than 100 community agencies in the public, nonprofit and private sectors.

Home Forward manages programs that assist households that are homeless or at risk of homelessness in Multnomah County. One of these programs is the Short-Term Rent Assistance (STRA) program which includes Crisis and Emergency Services, Rapid Re-Housing, and Homelessness Prevention Services. Through STRA, Home Forward contracts with nineteen community based service providers to select participants and deliver assistance to eligible households.

STRA is administered by Home Forward and funded by the City of Portland, Multnomah County, United Way, and Home Forward. These funders provide STRA with a combination of local funding and state and federal resources that are passed through to the program. Each funded agency will receive a portfolio of these resources to allow providers maximum flexibility to tailor the STRA assistance to the unique needs of the people they serve.

Because most low-income renters who live in multi-family dwellings do not directly pay for their water and sewer services but do so indirectly through their rent, they are not eligible for other City programs designed to assist customers in financial need with their utility bills. Therefore, this program is designed to provide assistance from the City to eligible low-income renters in multi-family dwellings. Portland Bureau of Environmental Services and Portland Water Bureau funds will be used within STRA rent and rent arrears assistance for eligible households as needed by participants enrolled and assisted in the STRA program.

Home Forward's Deliverables

I. Scope of Services

1. In addition to existing requirements, Home Forward shall be responsible for monitoring sub-contractors' compliance with the following:
 - a. Water Bureau financial assistance may only be applied on a one-time basis within a 12- month period to assist participants in resolving or contributing to past-due utility payments as defined by rent.
 - b. Qualifying applicants shall be entitled up to \$500 annually.
 - c. Financial assistance must be paid in the form of rent or rent arrears directly to the appropriate landlord/property management company that owns or manages the unit occupied by the applicant, or the third-party billing company. Payments shall be made by Home Forward's STRA contractors directly to the appropriate landlord/property management company. Home Forward's STRA contractors shall be reimbursed by Home Forward for eligible expenses.
 - d. Only participants who meet the following criteria may receive assistance:
 - i. Must be a tenant/s residing in a residential building with two or more units being serviced by a single water meter
 - ii. Must be a tenant/s residing in a residential building located within the Water Bureau service areas.
 - iii. Must be a tenant/s residing in a unit without a duplicative rent assistance/housing subsidy.
 - iv. Must have resided in the same property for one year or more.
 - v. Must pay for water, sewer and stormwater services through rent. Individually metered tenants who make payments directly to the Water Bureau are not eligible. Tenants who are not individually metered and make water/sewer payments to a third-party billing company, billing on behalf of the landlord, are eligible.

- vi. Home Forward's STRA providers may only provide assistance to eligible households once in each City Fiscal Year. Eligible households must be a tenant/s residing in a unit with gross household income at or below 60% area median income at program intake.
- e. Maintain written guidelines for program operation, and provide monitoring of proper use.
- f. To ensure accountability upon adoption of new funding and qualifying criteria, Home Forward shall be responsible for reviewing the first ten applications from each subrecipient. Thereafter, Home Forward shall be responsible for regularly monitoring compliance with the above criteria.

II. Reporting and Evaluation

1. Home Forward shall be responsible for reporting the following information to the Water Bureau's Low-Income Services Team on a quarterly basis:
 - a. Name of recipient receiving assistance.
 - b. Average amount of assistance per recipient.
 - c. Address of each recipient.
 - d. Housing retention reported using Shared Housing Assessment Report from community's homeless Management Information system.
 - e. Demographic Information on each recipient reported in aggregate using demographic reports from the community's Homeless Management Information System.

This reporting shall begin six (6) months from the start-up date of the Agreement and continue a quarterly basis thereafter throughout the term of the Agreement.

2. Report format and report due dates shall be modified and agreed upon by the City and Home Forward Project Managers prior to the first report due. An initial report shall be submitted to the City's Project Manager six (6) months from the date of this signed Agreement. Each report thereafter shall be submitted to the City's Project Manager on a quarterly basis. Reporting shall be submitted to the following email address: kathy.koch@portlandoregon.gov or as directed.
3. In addition to the quarterly reports, Home Forward and the City's Project Manager shall be responsible for developing and presenting a report to Council after the first year of the Agreement. The report shall include information on the above reporting requirements and suggested program improvements.

III. Responsibilities of the City

City's designated representative shall review, approve and coordinate with City staff the information on quarterly and final reports submitted by Home Forward.