SEVENTEENTH AMENDMENT TO THE JOINT OFFICE OF HOMELESS SERVICES INTERGOVERNMENTAL AGREEMENT (CONTRACT # 30005335)

This AMENDMENT NO. 17 TO THE JOINT OFFICE OF HOMELESS SERVICES INTERGOVERNMENTAL AGREEMENT (the "<u>Amendment</u>") is effective May _____, 2023(the "<u>Effective Date</u>"), and is made pursuant to the Joint Office of Homeless Services Intergovernmental Agreement (Contract #30005335), dated July 1, 2016, as amended (the "<u>Agreement</u>"), by and between Multnomah County, a municipal subdivision of the state of Oregon ("<u>County</u>"), and the City of Portland, a municipal corporation of the state of Oregon, acting by and through the Portland Housing Bureau ("<u>City</u>" or "<u>PHB</u>"). County and PHB may be referred to jointly as the "<u>Parties</u>" and individually as a "<u>Party</u>." Except as otherwise noted, the meanings of defined terms in the Amendment are the same as those used in the Agreement.

RECITALS

A. WHEREAS, the Parties are parties to the Agreement, which was amended by that certain: First Amendment to the Agreement dated April 18, 2017, Second Amendment to the Agreement dated June 21, 2017, Third Amendment to the Agreement dated November 8, 2017, Fourth Amendment to the Agreement dated August 28, 2018, Fifth Amendment to the Agreement effective July 1, 2019, Sixth Amendment to the Agreement effective October 1, 2019, Seventh Amendment to the Agreement dated April 20, 2020, Eighth Amendment to the Agreement dated July 1, 2020, Ninth Amendment to the Agreement dated November 1, 2020, Tenth Amendment to the Agreement dated March 1, 2021, Eleventh Amendment to the Agreement dated July 1, 2021, Twelfth Amendment dated September 1, 2021, Thirteenth Amendment to the Agreement dated May 12, 2022, the Fourteenth Amendment to the Agreement dated October 3, 2022, Fifteenth Amendment to the Agreement dated July 1, 2022, and Sixteenth Amendment to the Agreement dated May 2, 2023. The Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment, Thirteenth Amendment, Fourteenth Amendment, Fifteenth Amendment, and Sixteenth Amendment are referred to herein as the "Agreement."

- B. WHEREAS, the Parties require more time to conclude negotiations on a new intergovernmental agreement for the Joint Office and have agreed to extend the Term, defined below, of the Agreement.
- C. WHEREAS measurable, community-wide indicators intended to assess and improve the rate of homelessness have yet to be determined—City Council directs the Chief Administrative Officer to commence a comprehensive review and assessment over the next six months of the Joint Office of Homeless Services Intergovernmental Agreement between Multnomah County and the City of Portland, as referenced in "Exhibit A," encompassing but not be limited to the following areas of evaluation (collectively, the "Measures"):

- I.Produce quantitative community-wide indicators so we can align on shared goals and monitor progress toward agreed upon goals.
- II.Once community-wide indicators are determined, and, in order to reach population results, the City is requiring the Joint Office of Homeless Services to establish subindicators as a provision in service provider contracts; and
- III.Because different populations deserve different strategies, the Joint Office of Homeless Services will coordinate with the City and Community Solutions to determine effective and efficient intervention strategies--targeting specific segments of the City and County's homeless population, including, but not limited to, individuals who are chronically homeless, essential/frontline workers experiencing housing hardship, and individuals living on fixed incomes, inclusive of people with disabilities, elders and individuals with dual-diagnosis for mental health conditions; and

D. WHEREAS, following the evaluation, the Chief Administrative Officer shall produce a detailed report outlining the findings of the review and assessment, including recommendations for potential modifications or improvements to the Joint Office of Homeless Services Intergovernmental Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Term Extension**. The Agreement at **Section 2** is hereby deleted in its entirety and replaced with the following:

2.**Term**. This Agreement is effective on the Effective Date and will continue in effect for a period of eight (8) years (the "*Term*"), until June 30, 2024 (the "*Termination Date*").

- 2. **Review**. To facilitate the Parties review and evaluation of their partnership under the Agreement, each Party agrees to share with the other such information and records reasonably requested in writing by the other Party with a focus on providing records by December 1, 2023.
- **3. Annual Budget.** As a condition precedent before the County expends any funds appropriated by the County for the Joint Office for a fiscal year, the County must first receive from the City a resolution adopted by the Portland City Council agreeing with the County's budget appropriations for the Joint Office for the fiscal year.

4. No Other Changes. All other terms and conditions of the Agreement remain unchanged and in force. In the event that any terms in the Amendment conflict with terms in the Agreement, the terms in the Amendment shall supersede and otherwise take precedence over the terms in the Agreement.