

**MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT
Multnomah County Contract Number:
City of Portland Contract Number:
EVICTION LEGAL DEFENSE**

This Intergovernmental Agreement ("Agreement"), effective [Date], 2024 ("Effective Date"), is between the City of Portland, a municipal corporation of the state of Oregon, and acting by and through the Portland Housing Bureau ("City" or "PHB"), and Multnomah County, a municipal subdivision of the state of Oregon ("County"). The City and County may be referred to jointly in this Agreement as the "Parties," or individually as a "Party."

RECITALS

- I. Since Spring 2020, the City and County have partnered to align resources and efforts related to eviction prevention and emergency rent assistance. Jointly and with other key stakeholders, the Parties provide a coordinated set of services and access points aimed at keeping residents stably housed.
- II. On [Date], Multnomah Board of County Commissioners approved the allocation of \$500,000 in [description of funding source] to support financial assistance and payment of stipulated settlement agreements for renters in the City's Eviction Legal Defense and Financial Assistance Program.
- III. As more specifically provided below, the Agreement sets forth the Parties' understandings and agreements regarding the City's use of these funds.

AGREEMENT

1. **Recitals Incorporated.** All of the foregoing Recitals are true and correct and are incorporated herein as part of the Agreement for all purposes.
2. **County's Obligations.** The County will provide the City with Five Hundred Thousand Dollars (\$500,000) of Funding. Within five business days of the Effective Date, the County will transfer to the City the Funding via a process agreed to in writing between the Parties.
3. **City's Obligations.** The City shall use the Funding for financial assistance associated with the eviction legal defense services provided through the City's Eviction Legal Defense Program (<https://www.portland.gov/united/eviction-legal-defense>), specified in Exhibit B. The funds can be used for applications submitted by or after August 1, 2024.
4. **Term & Termination.** The Agreement is effective as of the Effective Date and continues through May 31, 2025 ("Term"). The Parties may by mutual agreement extend the term of this Agreement beyond May 31, 2025. The Agreement may be terminated at any time by written agreement signed by the Parties
 - 4.1. **Termination by Failure to Receive Funding.** A Party may terminate this Agreement if state laws, rules, regulations or guidelines are modified or interpreted in such a way that the projects funded under the Agreement are no longer allowable or no longer eligible for funding under this Agreement.

- 4.2. **Cause for Termination; Cure.** It shall be a material breach and cause for termination of this Agreement if the City uses the Funding outside of the scope of this Agreement, or if any Party fails to comply with any other material term or condition or to perform any material obligations under this Agreement within 30 days after receiving written notice. If the breach is of such nature that it cannot be completely remedied within the 30-day cure period, then the relevant Party shall commence efforts to cure within the 30 days, notify the other Party of the steps for cure and estimated timetable for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from the other Party for a reasonable extension of the cure period.
- 4.3. **Termination for Cause.** Either Party may terminate the Agreement for cause if the other Party fails to comply with or perform a material obligation under the Agreement after providing the breaching Party with 30 days written notice of such breach. Such termination for cause shall be effective at the end of the 30-day period unless a written extension of cure period is granted by the other Party. The City shall return all Funding not expended or committed for a permissible use as of the date of the termination notice. The City is entitled to just and equitable compensation for any satisfactory work completed before receiving the notice of termination. The County, after consultation with the City and consistent with 85 FR 49582, may seek repayment of any misspent, unspent, or uncommitted Funding tendered under this Agreement. The remedies provided in this section are not exclusive of other remedies available at law or in equity.
- 4.4. **Recovery of Grant Funds.** The City shall return to the County, within 90 days after the County's written request, any funds disbursed to the City under this Agreement that are spent in violation of the provisions of this Agreement or that remain unspent upon termination or expiration of this Agreement.
5. **Project Contacts.** Each Party will identify an individual to serve as their respective point-of-contact for the other Party for all Project-related communications. Such contacts must be identified in a writing sent to the other Party within 30 days of the Effective Date. A Party may change its point-of-contact under this section by sending to the other Party's contact point a notice identifying the new point-of-contact and providing their contact information.

The City's project manager is:
 Breonne DeDecker
 Manager, Rental Services Office
Breonne.dedecker@portlandoregon.gov

The County's project manager is:
 Steven Cook
 Housing Stability Program Specialist
Steven.Cook@multco.us

6. **Reporting.** No later than June 30, 2025, the City shall submit to the County a report describing its use of the Funding.
7. **General Provisions.**
- 7.1. **Cooperation of Government Units.** This Agreement is an intergovernmental agreement subject to Chapter 190 of the Oregon Revised Statutes. The Agreement is not an authorization by a public body under ORS 190.010 for a Party to perform one or more inherent governmental responsibilities for another Party.
- 7.2. **Access To and 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.

- 7.3. **Media Releases and Public Acknowledgment.** The Parties acknowledge the value in coordinating public communications about the Funding and will make reasonable 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 program. The Parties will use reasonable 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 and the Funding in any publications, media presentations, or other presentations relating to the 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.
- 7.4. **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 **Section 6**.

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.

- 7.5. **Successors; No Assignment, Third-Party Beneficiaries.** This Agreement binds each Party, its successors, assigns and legal representatives. Except as described herein, 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.
- 7.6. **Adherence to Law.** The Parties will adhere to all applicable federal and state laws in all activities under this Agreement.
- 7.7. **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.

- 7.8. **Time of The Essence.** Time is of the essence of this Agreement.
- 7.9. **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.
- 7.10. **Modification or Amendment.** This Agreement may only be modified or amended by a writing signed by each of the Parties. For the purposes of this **Section 9.10**, the City expressly authorizes the PHB Director or their designee to execute modifications and amendments hereto that do not increase costs or allocate additional risk to the City. 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.
- 7.11. **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.
- 7.12. **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.
- 7.13. **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.
- 7.14. **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.
- 7.15. **Implementation.** The Parties agree to take all actions and execute all documents necessary to affect the terms of this Agreement.
- 7.16. **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.
- 7.17. **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.

- 7.18. **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.

[SIGNATURE BLOCK ON FOLLOWING PAGE]

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BY EXECUTION OF THIS CONTRACT, EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Multnomah County

**City of Portland by and through the
Portland Housing Bureau**

By: **Do Not Execute**

By: **Do Not Execute**

Printed: Jessica Vega Pederson

Printed: Helmi Hisserich

Title: Chair, Board of County Commissioners

Title: Director, Portland Housing
Bureau

Date:

Date:

Multnomah County

City of Portland

By: **Do Not Execute**

By: **Do Not Execute**

Printed: Will Glasson

Printed: Matt Gander

Title: Sr. Assistant County Attorney

Title: Deputy City Attorney

Date:

Date:

DRAFT