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949-1-2024

Emergency Ordinance

***Authorize Intergovernmental Agreement between Housing Bureau and Multnomah County for \$162,700 to support a staff position to administer Permanent Supportive Housing Program**

Referred

The City of Portland ordains.

Section 1. The Council finds:

1. The United States, the state of Oregon, the City of Portland, and Multnomah County are all experiencing a homelessness crisis, primarily caused by a severe shortage of affordable housing. Those suffering from homelessness often face numerous barriers to obtaining the services and resources they need to find stability.
2. The population experiencing homelessness are amongst the most vulnerable residents of Portland. Multnomah County has recently begun collecting more robust, real-time data on homelessness, allowing them to develop a more complete by-name count. The Homelessness Response Action Plan identified 11,153 people of January 2024 who were experiencing all forms of literal homelessness in Multnomah County, including 5,398 confirmed as unsheltered, 2,593 in a publicly-funded shelter, 604 occupying temporary non-government funded shelters, and an additional 2,558 people whose housing status could not be confirmed.
3. In November 2018, voters in the Portland Metro region approved measure No 26-199, which has directed over \$211 million to the Portland Housing Bureau for the creation of over 1,787 affordable units including 311 units of permanent supportive housing (PSH). The final units funded by the Metro Bond are anticipated to open in the next three years.
4. In May 2020, Portland Metro voters approved measure 26-210 authorizing a combined income tax and business tax designed to raise \$248 million per year to fund supportive housing services in Washington, Clackamas, and Multnomah counties. To date, this has generated significant resources that have allowed Multnomah County to increase investments in shelters, rapid rehousing programs,

Introduced by

[Mayor Ted Wheeler](#)

City department

[Housing Bureau](#)

Contact

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Anna Shook - council item
contact

Analyst II

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Requested Agenda Type

Consent

Date and Time Information

Requested Council Date
October 30, 2024

eviction prevention, and other strategies to address the homelessness crisis. These investments are anticipated to continue until at least 2030 when the tax measure is currently set to expire.

5. Multnomah County and the City of Portland have determined that continuing their coordinated development and delivery of services supporting and otherwise geared to individuals struggling with homelessness and housing insecurity, as well as substance use and behavioral health issues, will improve the delivery of services and enhance outcomes for those receiving such services and for the region as a whole.
6. Permanent supportive housing is an effective strategy for helping individuals experiencing chronic homelessness find stable housing. Many of these individuals face complex challenges, such as mental health issues, substance use disorders, and chronic physical health problems, in addition to their history of long-term homelessness. The Housing Bureau's PSH program partners with Multnomah County's Joint Office of Homeless Services to create permanently affordable housing, offer comprehensive tenancy support services, and provide project-based rental assistance. These services aim to support the most vulnerable members of the community in achieving long-term housing stability. PSH is essential for individuals who may struggle to maintain stable housing without assistance, and for those who need housing to successfully engage with services that promote recovery, health, and overall well-being.
7. With this funding, the Portland Housing Bureau will hire a staff position dedicated to maintaining and administering its PSH program.

NOW, THEREFORE, The Council directs:

- A. The Portland Housing Bureau Director is hereby authorized to enter into an intergovernmental agreement with Multnomah County for \$162,700, substantially in accordance with the form attached as Exhibit A.
- B. The Portland Housing Bureau Director is hereby authorized to fund a 2-year limited term staff position to coordinate its PSH program.

Section 2. The Council declares that an emergency exists because the program funds must be obligated within required timeframes; therefore, this Ordinance shall be in full force and effect from and after its passage by Council.

Exhibits and Attachments

 [Exhibit A](#) 214.73 KB

Impact Statement

Purpose of Proposed Legislation and Background Information

The purpose of this legislation is to authorize the Portland Housing Bureau (PHB) to enter into an IGA with Multnomah County. Under the IGA, the County will pass PHB \$162,700 to support a two-year limited-term staff position at PHB dedicated to maintaining and administering its Permanent Supportive Housing Program.

Financial and Budgetary Impacts

With this funding, PHB will hire a staff position dedicated to maintaining and administering its Permanent Supportive Housing program. Permanent supportive housing (PSH) is an effective strategy for helping individuals experiencing chronic homelessness find stable housing. Many of these individuals face complex challenges, such as mental health issues, substance use disorders, and chronic physical health problems, in addition to their history of long-term homelessness. The Housing Bureau's PSH program partners with Multnomah County's Joint Office of Homeless Services to create permanently affordable housing, offer comprehensive tenancy support services, and provide project-based rental assistance. These services aim to support the most vulnerable members of the community in achieving long-term housing stability. PSH is essential for individuals who may struggle to maintain stable housing without assistance, and for those who need housing to successfully engage with services that promote recovery, health, and overall well-being.

Economic and Real Estate Development Impacts

There are no anticipated adverse impacts to economic and real estate development. PSH services and housing helps individuals who may struggle to maintain housing without assistance, and these supports also help stabilize housing providers.

Community Impacts and Community Involvement

Houselessness and the housing affordability crisis continues to be one of the city's top priorities and affects all Portlanders.

100% Renewable Goal

N/A

Budgetary Impact Worksheet

Fund	Fund Center	Commitment Item	Functional Area	Funded Program	Grant	Sponsored Program	Amount
21707	HCMG000003	511100	CDEHHP00000000GC	0	TBD	TBD	\$108,467
21707	HCMG000003	514100	CDEHHP00000000GC	0	TBD	TBD	\$54,233

Financial and Budget Analysis

This ordinance authorizes the Housing Bureau to enter into an intergovernmental agreement (IGA) with Multnomah County for \$162,700 to fund a two-year limited-term staff position. The \$162,700, which the Joint Office of Homeless Services will fund, reflects the cost for one year of the position, and there are plans to amend the IGA next year to allocate an additional \$200,000 to cover the remaining costs for the second year.

Document History

Item 935 Consent Agenda in [October 30-31, 2024 Council Agenda](https://www.portland.gov/council/agenda/2024/10/30) (<https://www.portland.gov/council/agenda/2024/10/30>)

City Council

Rescheduled

Item 935 was pulled from the consent agenda for discussion.
Rescheduled to October 30, 2024 at 2:00 p.m.

Item 949-1 Regular Agenda in [October 30-31, 2024 Council Agenda](https://www.portland.gov/council/agenda/2024/10/30) (<https://www.portland.gov/council/agenda/2024/10/30>)

City Council

Referred to Commissioner of Finance and Administration

**MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT
Multnomah County Contract Number:
City of Portland Contract Number:
Permanent Supportive Housing Coordination**

This Intergovernmental Agreement ("Agreement"), effective July 1, 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 2017, the City and County have partnered to align resources and efforts related to homelessness and affordable housing. Jointly and with other key stakeholders, the Parties provide a coordinated set of services and aimed at providing affordable housing and supportive services to help people experiencing chronic homelessness.
- II. On [Date], Multnomah Board of County Commissioners approved the allocation of One hundred sixty-two thousand seven hundred dollars (\$162,700) in [Supportive Housing Services Funds] for permanent supportive housing coordination.
- 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 one hundred sixty-two thousand seven hundred dollars (\$162,700) 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 to hire a 2-year limited-term staff position dedicated to maintaining and administering the bureau's permanent supportive housing (PSH) portfolio of work. The City shall use One hundred sixty-two thousand seven hundred (\$162,700) of these funds to support a staff position at PHB dedicated to maintaining and administering its permanent supportive housing (PSH) program.
4. **Term & Termination.** The Agreement is effective as of the Effective Date and continues through June 31, 2025 ("Term"). The Parties may by mutual agreement extend the term of this Agreement beyond June 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.
- | | |
|---|--|
| <p>The City's project manager is:
 Antoinette Pietka
 Manager, Data & Systems
 Antoinette.Pietka@portlandoregon.gov</p> | <p>The County's project manager is:
 Erin Pidot
 Manager, Supportive Housing &
 Coordinated Access
 Erin.Pidot@multco.us</p> |
|---|--|
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]

DRAFT

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

By: **Do Not Execute**

Printed: Jessica Vega Pederson

Title: Chair, Board of County Commissioners

Date:

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

By: **Do Not Execute**

Printed: Helmi Hisserich

Title: Director

Date:

Multnomah County

By: **Do Not Execute**

Printed: Will Glasson

Title: Sr. Assistant County Attorney

Date:

City of Portland

By: **Do Not Execute**

Printed: Matt Gander

Title: Deputy City Attorney

Date: