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EXHIBIT A

MULTNOMAH COUNTY - PORTLAND -GRESHAM - HOUSING AUTHORITY OF PORTLAND

INTERGOVERNMENTAL AGREEMENT

EXTENDING HOUSING AUTHORITY AREA OF OPERATION THROUGHOUT NULTNOMAH COUNTY

THIS AGREEMENT, made and entered into as of this _____ day of ______, 1992, by and among MULTNOMAH COUNTY, a county duly organized under the laws of the State of Oregon ("Multnomah"), the City of Portland, a city incorporated under the laws of the State of Oregon ("Portland"), the City of Gresham, a city incorporated under the laws of the State of Oregon ("Gresham"), and the Housing Authority of Portland, a public body corporate and politic created under the laws of the State of Oregon ("HAP"):

RECITALS

A. HAP was duly created pursuant to Resolution No. 22081 adopted by the Portland City Council on December 11, 1941, and has been continuously since that time, and is now, a housing authority duly organized and existing under the "Housing Authorities Law", ORS 456.005 through 456.235, inclusive.

B. Multnomah's boundaries have been established pursuant to Oregon Revised Statutes Section 201.260 and may be changed pursuant to Chapter 202 of the Oregon Revised Statutes.

C. Portland, Gresham, and Multnomah have each adopted a County-Wide Housing Affordabilty Strategy (the "CHAS"). It became effective as to those three parties on ______, 1991. The CHAS provides that, within the first year of adoption, PAGE 1 - INTERGOVERNMENTAL AGREEMENT

HAP will expand countywide for comprehensive delivery of public housing.

D. The Housing Authorities Law now provides that HAP's area of operation extends to a line that is 10 miles from the territorial boundaries of Portland. That area does not include all of the territory within Multnomah.

E. The Housing Authorities Law permits parties to establish areas of operation which are different from those described above.

F. HAP and Portland entered into a "Cooperation Agreement" on October 31, 1970 which was amended on May 7, 1980; HAP and Multnomah entered into a Revised Agreement of Cooperation on April 27, 1978, which was amended on October 8, 1981; and HAP and Gresham entered into a Cooperation Agreement on July 10, 1990. All of such agreements are now in full force and effect.

G. The cities of Troutdale, Fairview, Wood Village, and Maywood Park are located within HAP's area of operation as described at Paragraph D, above. None of said cities has prohibited the operation of HAP within its territorial or urban growth boundaries. Accordingly, and pursuant to the Housing Authorities Law, HAP's area of operation extends throughout those cities.

H. To the extent that they have not done so previously, Multnomah and Gresham declare that there is a need for a housing authority because they find that insanitary and unsafe inhabited dwelling accommodations exist within their jurisdictions and that

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there is a shortage of safe and sanitary dwelling accommodations in their jurisdictions available to persons and families of lower income at rentals they can afford.

I./J. All of the parties have the authority to enter this Agreement pursuant to Sections 190.003 through 190.110 of Oregon Revised Statutes and the Housing Authorities Law.

IT IS AGREED AMONG THE PARTIES THAT:

1. <u>Multnomah's Territory</u>. The territory that is the subject of this Intergovernmental Agreement is all the territory within the boundaries of Multnomah County established pursuant to Section 201.260 of Oregon Revised Statutes as the same may be changed from time-to-time pursuant to Chapter 202 of Oregon Revised Statutes.

2. <u>HAP's Area of Operation</u>. HAP's area of operation shall be all of Multnomah's territory as described at Paragraph 1 above.

3. HAP's Duties and Authority.

3.1 HAP shall be vested with all of the powers, rights, and duties relating to those functions and activities that would be vested in a housing authority created by Multnomah, Gresham, or any city within Multnomah. This Intergovernmental Agreement is not intended to provide for:

> A. The responsibility for providing funds that pay for expenses incurred in theperformance of the functions or activities of HAP;

B. The transfer any personnel; or
C. The transfer of possession or of
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title to any real or personal property, except as specifically provided in this Intergovernmental Agreement.

3.2 This Intergovernmental Agreement does not create an intergovernmental entity but constitutes an expansion of the area of operation of HAP, an existing entity, and rights and responsibilities relating thereto.

3.3 Nothing contained in this Intergovernmental Agreement shall be construed as an appointment of HAP or any of its Commissioners, officers, or employees as the agents of any other party hereto. HAP's duties and relationships with respect to each of the other parties hereto shall be as defined and limited by the Housing Authorities Law and as though Multnomah and Gresham had each created a housing authority pursuant to the Housing Authorities Law.

3.4 Because this Intergovernmental Agreement extends HAP's area of operations and is not an initial authorization to a housing authority to transact business and exercise powers, the parties are under no obligation under ORS 456.320 (1) to donate money to HAP for its expenses or overhead.

4. Existing Cooperation Agreements. Except as otherwise provided in this Agreement, the Cooperation Agreements and revisions thereto, as described in Paragraph F above are, as to HAP, and each other party thereto, ratified and confirmed except as specifically modified pursuant hereto. The Cooperation Agreements provide for the apportionment of HAP's obligation to make payments in lieu of taxes. Except therefor there shall be no apportionment

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of HAP's fees or other revenue derived from its properties, functions, or activities.

5. Duration and Termination.

5.1 Except as otherwise provided in this Paragraph 5, the term of this Agreement is perpetual.

5.2 Either Multnomah, Gresham, or Portland may terminate this agreement as to such party upon one year's written notice to the other parties.

5.3 This Agreement shall terminate upon the occurrence of any of the following events:

5.3.1 The termination of any of the Agreements described at Paragraph 8 except as such Agreement may otherwise provide.

5.3.2 Portland's transferring HAP's powers and authority to act to itself.

5.3.3 HAP's dissolution.

5.3.4 The foreclosure upon HAP's assets by the United States, or the United States otherwise taking direct action in the administration of HAP.

5.3.5 The filing of a petition by HAP under Chapter 9 of the United States Bankruptcy Code.

5.3.6 The revocation of the Housing Authorities Law.

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5.4 In the event that any city within HAP's area of operation as provided herein (other than Gresham or Portland) prohibits the operation of HAP within its territorial or urban growth boundaries, HAP's area of operation shall not include the area within the territorial or urban growth boundaries of such city after such determination; provided, however, that this provision shall not be construed to affect HAP's powers, rights, or duties as to any "housing project" within such city, as presently or hereafter described in the Housing Authorities Law.

Title to Assets. Except as otherwise specifically 6. provided by an agreement between HAP and any other party hereto, all of HAP's property shall be vested and remain solely in HAP. In the event of the termination of this Agreement as to any or all parties, title shall continue to remain in HAP except as may otherwise be provided by appropriate agreement respecting such termination and except as the same may be acquired by the United States or another third party pursuant to HAP's agreements with the United States or such third party. In the event that HAP is dissolved in accordance with the Housing Authorities Law, title to its real property situated within the territorial limits of Portland or Gresham shall be vested in those cities, respectively, and title to its remaining real property vested in Multhomah. Title to HAP's personal property shall be vested in the party where the personal property is generally located except that title to all HAP's vehicles and all property usually contained in HAP's vehicles shall be vested in Portland.

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7. Additional Parties. By written notice to the other parties hereto, any city within Multnomah County may become a party to this Agreement with all of the rights and obligations inuring to Multnomah and Gresham pursuant to this Intergovernmental Agreement; provided, however, that except as expressly provided, the rights of such municipalities will be limited to the matters set forth in this Intergovernmental Agreement.

8. Other Agreements. In order to effect the intention of the parties to create a county-wide housing authority Multnomah, Portland, and Gresham have entered into an "Intergovernmental Agreement on Appointment of Housing Authority Commissioners." HAP has entered Cooperation Agreements with each of the other parties as described in Paragraph F. This Intergovernmental Agreement and the aforedescribed agreements are the only agreements presently existing between or among any of the parties relating to the organization, composition, or operation of a housing authority within their respective jurisdictions.

9. <u>Miscellaneous</u>.

9.1 <u>Counterparts</u>. This Intergovernmental Agreement may be executed in any number of counterparts and by any of the parties hereto on separate counterparts, all of which together shall constitute the one in the same instrument.

9.2 <u>Effectiveness</u>. This Intergovernmental Agreement shall be effective upon the execution at least one counterpart by each of the parties hereto and the other agreements, as described in Paragraph 8 becoming effective.

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9.3 Further Action. Each of the parties severally agree to perform or cause to be performed such actions, and to execute, deliver, or furnish or cause to be executed, delivered or furnished all such further ordinances, resolutions, certificates, opinions, and other documents reasonably necessary or proper to carry out this Intergovernmental Agreement.

9.4 <u>Severability of Provisions</u>. Any provision of this Intergovernmental Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of any other provision.

9.5 <u>Headings</u>. The headings of this Intergovernmental Agreement are for purposes of references only and shall in no way affect any of the terms or provisions hereof.

9.6 <u>Notices</u>. Except as otherwise expressly provided herein, all notices and communications hereunder shall be in writing and shall be delivered personally, or sent by facsimile mail or by first class, registered, or certified mail, postage prepaid and addressed as follows:

Multnomah

Portland, Oregon 972____

Portland

Portland, Oregon 972

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Gresham

Gresham, Oregon 97030

HAP:

Executive Director Housing Authority of Portland 135 S.W. Ash Street Portland, Oregon 97204

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Agreement to be executed as of the day and year first above written.

APPROVED:

MULTNOMAH COUNTY

By:

County Counsel

By: Chair of the County Commission "MULTNOMAH"

APPROVED:

By:

City Attorney

APPROVED:

By:

City Attorney

APPROVED:

By:

Counsel for HAP

By:___

Mayor "PORTLAND"

CITY OF GRESHAM

CITY OF PORTLAND

By: Mayor

"GRESHAM"

HOUSING AUTHORITY OF PORTLAND

By:

Chairman "HAP"

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EXHIBIT B

INTERGOVERNMENTAL AGREEMENT

, **•** ,

This Agreement, dated the _____ day of _____, 1992, is between the City of Portland (Portland), the City of Gresham (Gresham) and Multnomah County (County), Oregon.

RECITALS

A. In 1941, Portland established the Housing Authority of Portland (HAP). Neither Gresham nor the County have formed a housing authority.

B. HAP has from time to time entered into cooperation agreements with Gresham and the County whereby HAP would perform the functions and activities of a housing authority for certain purposes within the County and Gresham.

C. The National Affordable Housing Act, passed by the United States Congress in 1990, required entitlement jurisdictions to adopt a Comprehensive Housing Affordability Strategy (CHAS).

D. Portland, Gresham and the County cooperated and participated in development of the first year CHAS and believe that continued cooperation in addressing the housing needs of the entire county will benefit all of its residents.

E. It is in the best interests of all of the participating

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jurisdictions to cooperate in the operation of a single countywide housing authority to provide decent, safe, and sanitary housing accommodations.

F. In anticipation of this Agreement, the Portland City Council has appointed one commissioner from Gresham and one from the County to the HAP board. The current board members and the expiration dates of their terms are shown on Exhibit 1, attached hereto.

G. The parties intend to enter into a separate agreement with HAP to expand the area of operation of HAP to encompass Gresham and the unincorporated areas of the County.

AGREEMENT

The parties therefore agree as follows:

1. Portland will expand the HAP Board of Commissioners from seven (7) to nine (9) members.

2. The City Council of Portland shall continue to appoint the HAP Board of Commissioners as provided in ORS 456.095, and those commissioners shall serve as provided in ORS 456.100, as those statutes may be amended from time to time.

3. The Board shall consist of five commissioners selected and appointed from Portland, two from Gresham, and two from the unincorporated areas of the County. The County may, however, nominate as one or both of its commissioners individuals from the

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incorporated cities of Maywood Park, Troutdale, Wood Village or Fairview. The commissioners from Gresham and County shall be nominated by the governing bodies of those jurisdictions and appointed by the Portland City Council.

4. The present board members shall continue in their current terms. The two additional members shall be appointed, one each from Gresham and the County. In order to achieve even rotation, the newly appointed County member shall serve for a term to expire on December 10, 1995, and the newly appointed Gresham member shall serve for a term to expire December 10, 1996.

5. The mayor of Portland may remove a commissioner as provided in ORS 456.110.

6. HAP shall continue to perform all functions and activities which it is now authorized to perform as a housing authority under ORS Chapter 456 within the area of operation agreed upon by HAP and the parties to this Agreement. During the period of this Agreement, the County and Gresham shall perform no functions or activities as a housing authority and shall not establish or create a separate housing authority.

7. Upon execution of this Agreement and the agreement regarding the HAP area of operation, there will be no transfer of possession of or title to real or personal property between HAP and any of the parties to this Agreement. All of HAP's assets now existing shall remain assets of HAP and, unless otherwise

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agreed, all assets that HAP might acquire during the term of this Agreement shall remain the exclusive property of HAP during the term of this Agreement and upon termination of this Agreement.

8. The duration of this Agreement shall be perpetual, except that any party may terminate this Agreement only upon resolution of the governing body of the party, and upon one (1) years written notice to the other parties.

APPROVED AS TO FORM: CITY OF PORTLAND

City Attorney

Name: Title: Date:

By:

Gretchen Kafoury Commissioner of Public Utilities

APPROVED AS TO FORM:

CITY OF GRESHAM

City Attorney

By: Name: Title: Date:

APPROVED AS TO FORM:

MULTNOMAH COUNTY

County Counsel

By: Name: Title: Date:

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BOARD OF COMMISSIONERS

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	<u>Original</u> Appoint	Expiration	<u>Re-appoint</u>	Expiration
DAVID LITTLE 13029 NE Broadway Portland, OR 97230 Hm: 252-3292 Wk: 280-6046 FAX: 280-6015	1-10-90	12-10-94		
BOB NAITO 3410 NE Beakey St Portland, OR <i>mail to:</i> Norcrest China PO Box 3458, Portland, OR 97208 Hm: 281-2255 Wk: 228-7404 FAX: 273-8313	12-10-87		5-30-90	12-10-92
FRANK E. RIVERA, SR. 10880 SE 145th Street Portland, OR 97236 Hm: 761-1468 Wk: 233-1220 FAX: 230-2517	1-9-22	12-10-96		
ROSE SCHNELL 8832 N Syracuse #213 Portland, OR 97203 Hm: 285-9808	12-10-90	12-10-95		
HOWARD SHAPIRO 621 SW Morrison, #600 Portland, OR 97205 Wk: 222-6513 FAX: 274-7611	1-10-90	12-10-94		
JULIE C. STERLING 1718 SW Myrtle Street Portland, OR 97201 Hm: 223-4707	12-10-87	12-10-92		
SHAR GIARD Gibson Bowles Realty 1250 NE Burnside Gresham, OR 97030 Wk: 667-1465	2-5-92	12-10-93		
	_			kafoury\misc.lm\ch

- EXHIBIT 1 -

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16 53 03

ORDINANCE No. 165303 SUBSTITUTE

* Enter into inter-governmental agreements with the City of Gresham and Multnomah County to expand the area of operation of the Housing Authority of Portland throughout Multnomah County and to increase the HAP Board of Commissioners to nine members (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

- 1. The Housing Authority of Portland (HAP) was created by Resolution No. 22081 as adopted by the City Council on December 11, 1941 and has continuously functioned as the housing authority for the City of Portland in accordance with the "Housing Authorities Law," ORS 456.005 through 456.235.
- 2. Neither Gresham nor Multnomah County has formed a housing authority.
- 3. The Housing Authorities Law now provides that HAP's area of operation extends to a line that is ten miles from the territorial boundaries of Portland. That area does not include all of the territory within Multnomah County.
- 4. The Housing Authorities Law permits parties to establish areas of operation which are different from those described above.
- 5. The Housing Authority has from time to time entered into cooperation agreements with Gresham and Multnomah County whereby HAP would perform the functions and activities of a housing authority for certain purposes within the County and Gresham.
- 6. The National Affordable Housing Act, passed by the United States congress in 1990, required entitlement jurisdictions to adopt a Comprehensive Housing Affordability Strategy (CHAS). The Cities of Portland and Gresham and Multnomah County agreed to develop a joint County-wide CHAS.
- During November 1991, the City of Portland (through Substitute Resolution No. 34918); the City of Gresham (through Resolution No. 1601); and Multnomah County (through Resolution No. 91-172) adopted the First Year CHAS.

- 8. Under Goal A, Coordination and Leadership, of the adopted CHAS, Strategy A.3 states: "Create a County-wide Public Housing Authority."
- 9. Upon adopting the CHAS, the participating jurisdictions agreed to cooperate in a transition process that would further refine the First Year CHAS priorities and budget decisions as well as draft inter-governmental agreements among the participating jurisdictions expanding the area of operations and Board membership of the Housing Authority of Portland in order to allow HAP to function as a County-wide agency.

NOW, THEREFORE, the Council directs:

- a. That the Commissioner of Public Utilities of the City of Portland is authorized to sign inter-governmental agreements with the City of Gresham and Multnomah County which will expand the area of operations of HAP throughout Multnomah County and expand the number of HAP Board members to nine.
- b. The inter-governmental agreements will be in a form substantially similar to those attached herein as Exhibits A and B.
- c. The Board of the Housing Authority of Portland is hereby expanded to nine members.
- Section 2. The Council declares that an emergency exists because there should be no delay in appointing the full number of HAP Board members and permitting the HAP to function on a permanent basis within the entire territory of Multnomah County; therefore, this Ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council,

APR 8 1992

Commissioner Gretchen Kafoury Margaret Mahoney:MPSaba March 31, 1992

BARBARA CLARK Auditor of the City of Portland Bauer Deputy

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5-666

Agenda No.

ORDINANCE NO. 165303

SUBSTITUTE

Title

* Enter into inter-governmental agreements with the City of Gresham and Multnomah County to expand the area of operation of the Housing Authority of Portland throughout Multnomah County and to increase the HAP Board of Commissioners to nine members (Ordinance)

INTRODUCED BY Commissioner Gretchen Kafoury	Filed: APR 7 1992		
NOTED BY COMMISSIONER Affairs Finance and Administration Safety	Barbara Clark Auditor of the City of Portland By:		
Utilities Cuther hope in Works	For Meeting of:		
BUREAU APPROVAL Bureau: Community Development			
Prepared by: Date: Margaret Mahoney:MPSaba 3-31-92	Action Taken: Amended		
Budget Impact Review: <u>X</u> CompletedNot Required Bureau Head: Margaret Mahoney Community Development Director	Passed to 2nd Reading Continued to:		

AGENDA		FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:		
			* 4158	YEAS	NAYS
Consent	Regular X	Blumenauer	Blumenauer	\checkmark	
NOT	ED BY	Bogle	Bogle	\checkmark	
City Attorney	NWMIII	Kafoury	Kafoury	~	
City Auditor City Engineer		Lindberg	Lindberg		
		Clark	Clark	\checkmark	

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